Book 2021 Page 1567
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Date 4/29/2021 Time 1:09:41PM
Rec Amt $1,112.00 Aud Amt $5.00

DOV# 141

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

**SPACE ABOVE THIS LINE FOR RECORDER**

# SPECIAL WARRANTY DEED

For the consideration of Ten and No/100 Dollars and other valuable consideration, EXIDE TECHNOLOGIES, LLC, a Delaware limited liability company, successor in interest to EXIDE TECHNOLOGIES, a Delaware corporation, successor in interest to EXIDE CORPORATION, a Delaware corporation, does hereby Convey to STRYTEN MANCHESTER LLC, a Delaware limited liability company pursuant to the Order of the United States Bankruptcy Court for the District of Delaware in Case No, 20-11157-CSS Doc 690 filed 08/06/2020 "Court Order"), recorded concurrently with this Deed, the following described real estate in Delaware County, Iowa:

See Exhibit "A" attached hereto and made a part hereof.

Being the same premises which City of Manchester, Iowa, by deed dated December 7, 1994 and recorded in the Office of the Recorder of Deeds in and for Delaware County, Iowa, in Record Book 54, Page 138, granted and conveyed unto Exide Corporation, a Delaware corporation (incorrectly described as a New York corporation), Grantor hereof in fee.

[Continues on the Following Page]

Prepared By:
Name: Samuel Zylberberg, Esq.,
Law Firm: Weil, Gotshal & Manges, LLP
767 Fifth Avenue
New York, NY 10105
Phone: (212) 310-8085
Fax: (212) 310-8007

Mail Tax Statements to:
Stryten Manchester LLC
913 South 10th Street
Manchester, IA 52057

Return After Recording:
First Nationwide Title
220 East 42nd Street, 24th Floor
New York, NY 10017
Attn: Michael Scott

Property: 913 South 10th Street, Manchester, IA

Grantor's successor corporate filings are attached: Exhibit "B" evidencing the name change from EXIDE CORPORATION, a Delaware corporation to EXIDE TECHNOLOGIES, a Delaware corporation; Exhibit "C" evidencing the conversion from EXIDE TECHNOLOGIES, a Delaware corporation to EXIDE TECHNOLOGIES, LLC, a Delaware limited liability company.

Grantor does hereby Covenant with Grantee, and successors in interest to Warrant and Defend the real estate against the lawful claims of all persons claiming by, through or under them, except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

For the avoidance of doubt, this conveyance is subject to the Court Order attached in Exhibit "D", being real property which forms part of the Acquired Assets as defined therein, which is conveyed to Grantee as a permitted assign of the Buyer defined therein.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

[Remainder of Page Intentionally Left Blank]

DATED effective as of: August 20, 2020

EXIDE TECHNOLOGIES, LLC, a Delaware limited liability company, successor in interest to EXIDE TECHNOLOGIES, a Delaware corporation, successor in interest to EXIDE CORPORATION, a Delaware corporation (Grantor)

By: EXIDE HOLDINGS, INC., a Delaware Corporation, its Sole Member

By: _____
Name: Timothy D. Vargo
Title: President

STATE OF GEORGIA

COUNTY OF FULTON

On this 20 day of AUGUST, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy D. Vargo as President of EXIDE HOLDINGS, INC., a Delaware corporation, the Sole Member of EXIDE TECHNOLOGIES, LLC, a Delaware limited liability company, successor in interest to EXIDE TECHNOLOGIES, a Delaware corporation, successor in interest to EXIDE CORPORATION, a Delaware corporation, who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

_____
Notary Public

CHARLOTTE B. COLSON
NOTARY PUBLIC
FULTON COUNTY, GEORGIA

## EXHIBIT "A"

## LEGAL DESCRIPTION

LOT 4, OF SOUTHWEST INDUSTRIAL PARK, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA, ACCORDING TO THE PLAT IN BOOK 6 PLATS, PAGE 46, AS AMENDED BY PLAT RECORDED IN BOOK 6 PLATS, PAGE 56, AS FURTHER AMENDED BY RETRACEMENT PLAT RECORDED NOVEMBER 15, 2008 IN BOOK 2008 PAGE 3433.

**EXHIBIT "B"**

**Name change from EXIDE CORPORATION, a Delaware corporation to EXIDE TECHNOLOGIES, a Delaware corporation**

ATTACHED

**CERTIFICATE OF OWNERSHIP AND MERGER**
**MERGING**
**ETX TECHNOLOGIES, INC.**
**INTO**
**EXIDE CORPORATION**
*****

Exide Corporation (the "Parent") pursuant to Section 253 of the General Corporation Law of the State of Delaware (the "DGCL"),

DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations to the merger are as follows:

| Name | State of Incorporation |
|---|---|
| Exide Corporation | Delaware |
| ETX Technologies, Inc. | Delaware |

(ETX Technologies, Inc. is referred to herein as the "Subsidiary.")

SECOND: That Parent owns all of the outstanding shares of the common stock of Subsidiary, which is the only outstanding class of capital stock of the Subsidiary.

THIRD: That the Board of Directors of Parent at a meeting held on May 15, 2001, duly adopted resolutions authorizing the merger of Subsidiary with and into Parent pursuant to Section 253 of the DGCL (the "Merger"). A true copy of such resolutions is attached hereto as Exhibit A. Such resolutions have not been modified or rescinded and are in full force and effect on the date hereof.

FOURTH: That upon the effective time of the filing of the Certificate of Ownership and Merger, the name of the corporation surviving the Merger shall be Exide Technologies.

FIFTH: That the Restated Certificate of Incorporation of the surviving corporation shall be the Restated Certificate of Incorporation of Parent, which shall be amended to change ARTICLE FIRST to read as follows: "The name of the corporation is Exide Technologies."

SIXTH: That this Certificate of Ownership and Merger shall be effective at 9:00 a.m. on August 1, 2001.

*STATE OF DELAWARE*
*SECRETARY OF STATE*
*DIVISION OF CORPORATIONS*
*FILED 12:15 PM 07/16/2001*
*010341355 – 0649626*

IN WITNESS WHEREOF, said Parent has caused this Certificate of Merger to be executed by John R. Van Zile, Executive Vice President, General Counsel and Secretary as of this 16th day of July, 2001.

EXIDE CORPORATION,
a Delaware corporation

By: /s/ John R. Van Zile
Name: John R. Van Zile
Title: Executive Vice President,
General Counsel and Secretary

RESOLVED, the Board of Directors has determined it to be in the best interests of Parent for Parent to establish a wholly-owned subsidiary under the name "ETX Technologies, Inc." ("Subsidiary") for the purpose of merging the Subsidiary into the Parent to change Parent's name;

FUTHER RESOLVED, that Parent will merge Subsidiary with and into itself (the "Merger"), and that Parent shall be the surviving corporation (the "Surviving Corporation"), pursuant to Section 253 of the General Corporation Law of the State of Delaware (the "DGCL");

FURTHER RESOLVED, that by virtue of the Merger, each issued and outstanding share of Common Stock, par value $0.01 per share, of Subsidiary that is owned by Parent shall be cancelled and retired and shall cease to exist and no consideration shall be delivered in exchange therefor;

FURTHER RESOLVED, that the Restated Certificate of Incorporation of the Surviving Corporation shall be the Restated Certificate of Incorporation of the Parent, which shall be amended by changing the Article thereof numbered "FIRST" so that, as amended, the Article shall be and read as follows:

FIRST: The name of the corporation is Exide Technologies.

FURTHER RESOLVED, that the Bylaws of Parent shall be the Bylaws of the Surviving Corporation;

FURTHER RESOLVED, that the directors of Parent immediately prior to the Merger shall be the directors of the Surviving Corporation;

FURTHER RESOLVED, that the President or any Vice President of Parent, are each hereby authorized and directed to execute in the name and on behalf of Parent a Certificate of Ownership and Merger setting forth, among other things, a copy of these resolutions and the date of their adoption; and that such officers are hereby authorized and directed to cause such executed Certificate of Ownership and Merger to be filed in the Office of the Secretary of State of Delaware and to cause a certified copy of such Certificate to be recorded in the Office of the Recorder of Deeds of New Castle County, all in accordance with Sections 103 and 253 of the DGCL;

FURTHER RESOLVED, that the Merger shall become effective and the corporate existence of Subsidiary shall cease upon the filing of such Certificate of Ownership and Merger with the Secretary of State of the State of Delaware in accordance with Sections 103 and 253 of the DGCL;

FURTHER RESOLVED, that the appropriate officers of Parent be, and each of them hereby is, authorized and directed to take or cause to be taken all such further actions and to execute and deliver or cause to be delivered all such further instruments and documents in the name and on behalf of Parent, and to incur all such fees and expenses as in their judgment shall be necessary or advisable in order to carry out fully the intent and purposes of the foregoing resolutions; and

FURTHER RESOLVED, that all actions previously taken by the officers and directors of Parent in connection with the transactions contemplated by these resolutions are hereby adopted, ratified, confirmed and approved in all respects.

**EXHIBIT "C"**

**Conversion from EXIDE TECHNOLOGIES, a Delaware corporation to EXIDE TECHNOLOGIES, LLC, a Delaware limited liability company**

ATTACHED

confidential
Rachel Shapiro
Weil Gotshal
Jun 03, 2020 17:37

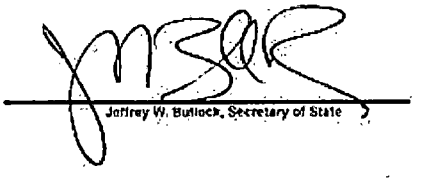
# Delaware

## The First State



*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "EXIDE TECHNOLOGIES" TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "EXIDE TECHNOLOGIES" TO "EXIDE TECHNOLOGIES, LLC", FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2019, AT 12:39 O`CLOCK P.M.*




649626 8100V
SR# 20198945509

Authentication: 204329445
Date: 12-31-19

You may verify this certificate online at corp.delaware.gov/authver.shtml

confidential
Rachel Shapiro
Weil Gotshal
Jun 03, 2020 17:37

confidential
Rachel Shapiro
Weil Gotshal
Jun 03, 2020 17:37

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:39 PM 12/31/2019
FILED 12:39 PM 12/31/2019
SR 20198945509 - File Number 649626

# STATE OF DELAWARE
# CERTIFICATE OF CONVERSION
# OF A CORPORATION INTO
# A LIMITED LIABILITY COMPANY PURSUANT TO
# SECTION 18-214 OF THE DELAWARE LIMITED LIABILITY COMPANY ACT

December 31, 2019

1. The jurisdiction where the Corporation first formed is the State of Delaware.

2. The jurisdiction immediately prior to filing this Certificate of Conversion is the State of Delaware.

3. The date the Corporation first formed is November 23, 1966.

4. The name of the Corporation immediately prior to filing this Certificate of Conversion is "Exide Technologies".

5. The name of the Limited Liability Company as set forth in the Certificate of Formation is "Exide Technologies, LLC".

* * * * * *

confidential
Rachel Shapiro
Weil Gotshal
Jun 03, 2020 17:37

**IN WITNESS WHEREOF**, the undersigned being duly authorized to sign on behalf of the Corporation has executed this Certificate of Conversion as of the date first set forth above.

**EXIDE TECHNOLOGIES, LLC**

By: _____

Name: John Gasparovic
Title: Executive Vice President, Chief Legal Officer and Secretary



confidential
Rachel Shapiro
Weil Gotshal
Jun 03, 2020 17:37

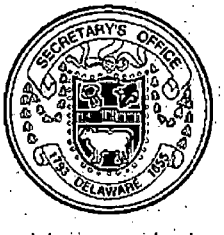
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Rachel Shapiro
Weil Gotshal
Jun 03, 2020 17:37

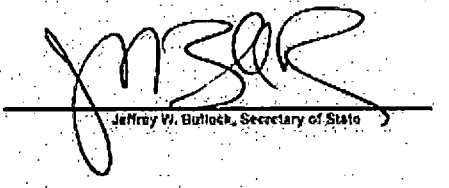
# Delaware

The First State



*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "EXIDE TECHNOLOGIES, LLC" FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2019, AT 12:39 O`CLOCK P.M.*




649626 8100V
SR# 20198945509

Authentication: 204329445
Date: 12-31-19

You may verify this certificate online at corp.delaware.gov/authver.shtml

confidential
Rachel Shapiro
Weil Gotshal
Jun 03, 2020 17:37

confidential
Rachel Shapiro
Weil Gotshal
Jun 03, 2020 17:37

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:39 PM 12/31/2019
FILED 12:39 PM 12/31/2019
SR 20198945509 - File Number 649626

# CERTIFICATE OF FORMATION

## OF

## EXIDE TECHNOLOGIES, LLC

This Certificate of Formation of Exide Technologies, LLC (the "Company"), dated as of December 31, 2019 is being duly executed and filed by John Gasparovic, as an authorized person for the purpose of forming a limited liability company under the provisions and subject to the requirements of the Delaware Limited Liability Company Act (6 Del.C. § 18-101, et seq.).

**FIRST,** the name of the limited liability company formed hereby is Exide Technologies, LLC.

**SECOND,** the name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is The Corporation Trust Company, located at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, in the county of New Castle.

* * * *

confidential
Rachel Shapiro
Weil Gotshal
Jun 03, 2020 17:37

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate of Formation as of the date first above written and submits it for filing in accordance with Section 18-201 of the Delaware Limited Liability Company Act.

John Gasparovic
Authorized Person


confidential
Rachel Shapiro
Weil Gotshal
Jun 03, 2020 17:37

**EXHIBIT "D"**

**COURT ORDER**

ATTACHED

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

| | | |
|---|---|---|
| In re | : | |
| | : | Chapter 11 |
| EXIDE HOLDINGS, INC. *et al.*, | : | Case No. 20-11157 (CSS) |
| | : | |
| Debtors.[1] | : | (Jointly Administered) |
| | : | |
| | : | Re: Docket Nos. 63, 344, 676 |

CERTIFIED AS A TRUE COPY: ATTEST: UNA M. O'BOYLE U.S. BANKRUPTCY COURT By Deputy Clerk 8-20-2020

**ORDER (I) APPROVING THE PURCHASE AGREEMENT AMONG DEBTORS AND BUYER, (II) AUTHORIZING SALE OF CERTAIN OF DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, (III) AUTHORIZING ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION THEREWITH, AND (IV) GRANTING RELATED RELIEF**

**(Americas Sale Order)**

Upon the motion (the "**Sale Motion**"),[2] dated May 19, 2020 [Docket No. 63], of Exide Holdings, Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "**Debtors**"), pursuant to sections 105, 363, 365, 503, and 507 of title 11 of the United States Code (the "**Bankruptcy Code**") and Rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), seeking, among other things, entry of an order authorizing and approving the sale of substantially all of the Debtors' assets and the assumption and assignment of certain executory contracts and unexpired leases of the Debtors in connection therewith; and this Court having held a hearing on June 9, 2020

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are Exide Holdings, Inc. (5504), Exide Technologies, LLC (2730), Exide Delaware LLC (9341), Dixie Metals Company (0199), and Refined Metals Corporation (9311). The Debtors' mailing address 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 Purchase Agreement (as defined herein) or, if not defined in the Purchase Agreement, the meanings ascribed to such terms in the Sale Motion.

(the "**Bidding Procedures Hearing**") and having taken into consideration this Court's prior order, dated June 19, 2020 [Docket No. 344] (the "**Bidding Procedures Order**"), approving bidding procedures for the sale of substantially all of the Debtors' assets (the "**Bidding Procedures**") and granting certain related relief; and Battery BidCo LLC, a Delaware limited liability company, together with its permitted assigns pursuant to Section 12.08 of the Purchase Agreement (all such entities, collectively "**Buyer**") having submitted the highest and best bid for the Transferred Equity Interests and Transferred Assets (the "**Acquired Assets**"); and this Court having conducted a hearing to consider the Sale Transaction (as defined herein) on August 6, 2020 (the "**Sale Hearing**"), during which time all interested parties were offered an opportunity to be heard with respect to the Sale Motion; and this Court having reviewed and considered (i) the Sale Motion and the exhibits thereto; (ii) the *Stock and Asset Purchase Agreement*, dated as of July 27, 2020 (as amended, supplemented or otherwise modified, including all exhibits, schedules and other attachments thereto, the "**Purchase Agreement**"), by and among certain of the Debtors, Buyer, and Atlas Capital Resources III LP, as guarantor, a copy of which is attached hereto as **Exhibit A** (along with a change-page only redline against the version annexed to the *Notice of Qualified Bids and Designation of Baseline Bid with respect to the Americas Assets*, filed on July 23, 2020 [Docket No. 589]), and as further amended in **Exhibit B** attached hereto, whereby the applicable Debtors have agreed to, among other things, sell or cause to be sold the Acquired Assets to Buyer, including certain executory contracts and unexpired leases of the Debtors that will be assumed and assigned to Buyer (the "**Assumed Contracts**"), on the terms and conditions set forth in the Purchase Agreement (collectively, the transactions contemplated by the Purchase Agreement, including, for the avoidance of doubt, the Canada Restructuring and the BMAL Transfer (each as defined below), and the other Transaction Documents, the "**Sale Transaction**"); (iii) the Bidding

Procedures Order and the record of the hearing before this Court on June 9, 2020, at which the Bidding Procedures Order was approved; (iv) the *Declaration of William Peluchiwski in Support of Debtors' (I) Bidding Procedures, Stalking Horse, and Sale Motion and (II) Use of Cash Collateral Motion* [Docket No. 64], the *Declaration of William G. Peluchiwski in Support of Debtors' Omnibus Reply to Debtors' Request for Approval of Bidding Procedures and Related Relief and Debtors' Omnibus Reply to Objections to Debtors' Motion for (I) Authority to (A) Obtain Postpetition Financing and (B) Use of Cash Collateral, and (II) Related Relief* [Docket No. 299], and the *Declaration of William G. Peluchiwski in Support of Debtors' Omnibus Reply in Support of the Americas Sale Transaction* [Docket No. 677] (collectively, the "**Sale Declarations**"); and (v) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and due notice of the Sale Motion, the Sale Hearing, and the form of this Order (the "**Proposed Sale Order**") having been provided; and all objections to the Sale Transaction and the Proposed Sale Order having been withdrawn, resolved, or overruled; and it appearing that the relief granted herein is in the best interests of the Debtors, their estates, creditors, and all parties in interest in these chapter 11 cases; and upon the record of the Sale Hearing and these chapter 11 cases; and after due deliberation and sufficient cause appearing therefor, it is hereby

**FOUND AND DETERMINED THAT:**

A. **Fed. R. Bankr. P. 7052**. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. The Court's findings shall also include any oral findings of fact and conclusions of law made by this Court

during or at the conclusion of the Sale Hearing. This Order shall constitute the findings of fact and conclusions of law and shall take immediate effect upon execution hereof.

B. **Jurisdiction and Venue**. This Court has jurisdiction over the Sale Motion, the Purchase Agreement, the Sale Transaction and the property of the Debtors' estates, including the Acquired Assets, pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) that this Court can decide by final order under the United States Constitution. Venue of these chapter 11 cases and the Sale Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. **Statutory and Rule Predicates**. The statutory and other legal predicates for the relief granted herein are sections 105, 363, 365, 503, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, and 9014.

D. **Notice and Opportunity to Object**. As evidenced by the Affidavits of Service Regarding Sale[3] and the Affidavit of Publication[4] previously filed with the Court, a fair and reasonable opportunity to object to, and be heard with respect to, the Sale Motion and the Sale Transaction has been given to all Persons entitled to notice pursuant to the Bidding Procedures Order, including, but not limited to, the following: (i) all counterparties to the Assumed Contracts; (ii) all persons and entities known by the Debtors to have asserted any lien, claim, encumbrance, or other interest in any Acquired Asset; (iii) all affected federal, state and local regulatory and taxing authorities; (iv) all persons or entities known by the Debtors and their advisors to have recently expressed an interest in a transaction with respect to any of the Acquired Assets; (v) all of

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[3] See *Affidavit of Service* [Docket No. 417]; *Affidavit of Service* [Docket No. 497]; *Affidavit of Service* [Docket No. 527]; *Affidavit of Service* [Docket No. 541]; and [additional affidavits regarding Sale Transaction] (collectively, the "**Affidavits of Service Regarding Sale**").

[4] See *Affidavit of Publication* [Docket No. 421] (the "**Affidavit of Publication**").

the Debtors' known creditors (for whom identifying information and addresses are available to the Debtors); and (vi) all parties that have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002.

E. **Final Order**. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the Sale Transaction as contemplated by the Purchase Agreement. In the absence of a stay pending appeal, Buyer, being a good faith purchaser under section 363(m) of the Bankruptcy Code, may close the sale contemplated by the Purchase Agreement at any time after the entry of this Order and shall not be subject to the stay provided by Bankruptcy Rules 6004(h) and 6006(d).

F. **Sound Business Purpose**. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for approval of and entry into the Purchase Agreement, and the other agreements, documents, and instruments deliverable thereunder or attached thereto or referenced therein (collectively, the "**Transaction Documents**"), and approval of the Sale Transaction. The Debtors' entry into and performance under the Transaction Documents (i) constitutes a sound and reasonable exercise of the Debtors' business judgment consistent with their fiduciary duties, (ii) provides value to and are beneficial to the Debtors' estates, and are in the best interests of the Debtors and their stakeholders, and (iii) is reasonable and appropriate under the circumstances. Business justifications for the Sale Transaction include, but are not limited to, the following: (i) the Purchase Price and the other terms set forth in the Purchase Agreement constitutes the highest and best offer received for the Acquired Assets; and (ii) the Sale Transaction on the terms set forth in the Transaction Documents presents the best opportunity to maximize the value of the Acquired Assets on a going concern basis and avoids a liquidation

of the Acquired Assets, which would result in significantly less value for all stakeholders of the relevant Debtors.

G. **Compliance with Bidding Procedures Order**. On June 19, 2020, this Court entered the Bidding Procedures Order approving the Bidding Procedures for, among other things, the Acquired Assets. The Bidding Procedures provided a full, fair, and reasonable opportunity for any entity or person to make an offer to purchase the Acquired Assets. The Debtors and Buyer complied with the Bidding Procedures and the Bidding Procedures Order in all respects except as properly waived in the exercise of their fiduciary duties in accordance with the Bidding Procedures. Buyer subjected its bid to competitive bidding in accordance with the Bidding Procedures and was designated the Successful Bidder (as defined in the Bidding Procedures) for the Acquired Assets in accordance with the Bidding Procedures and the Bidding Procedures Order.

H. **Marketing Process**. As demonstrated by (a) the Motion, (b) the testimony and other evidence proffered or adduced at the Bidding Procedures Hearing and the Sale Hearing, and (c) the representations of counsel made on the record at the Bidding Procedures Hearing and the Sale Hearing, in light of the exigent circumstances presented: (i) the Debtors and their investment banker, Houlihan Lokey Capital, Inc., engaged in a robust and extensive marketing and sale process, both prior to the Petition Date and through the postpetition sale process pursuant to the Bidding Procedures Order and the Bidding Procedures, (ii) the Debtors and their advisors conducted a fair and open sale process, (iii) the sale process, the Bidding Procedures and the Auction were non-collusive, duly noticed, and provided a full, fair, and reasonable opportunity for any entity to make an offer to purchase the Acquired Assets, and (iv) the process conducted by the Debtors pursuant to the Bidding Procedures Order and the Bidding Procedures obtained

the highest and best value for the Acquired Assets for the Debtors and their estates, and there was no other transaction available or presented that would have yielded as favorable an economic result for the Acquired Assets.

I. **Fair Consideration; Highest or Best Value**. The consideration to be provided by Buyer under the Purchase Agreement is fair and reasonable consideration for the Acquired Assets and constitutes (i) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (ii) fair consideration under the Uniform Fraudulent Conveyance Act, and (iii) reasonably equivalent value, fair consideration and fair value under any other applicable laws of the United States, any state, territory or possession or the District of Columbia. Such consideration constitutes the highest and best bid for the Acquired Assets. No other person or entity, or group of persons or entities, has offered to purchase the Acquired Assets for an amount that would provide greater value to the Debtors than Buyer. Prompt approval of the Sale Transaction is the only means to preserve and maximize the value of the Acquired Assets.

J. **No Successor or Other Derivative Liability**. Upon Closing, and to the greatest extent allowed by applicable law, Buyer shall not have any liability (including, but not limited to, any successor liability) or other obligation of any of the Debtors arising under or related to the sale and transfer of the Acquired Assets to Buyer or with respect to the Excluded Liabilities (as defined in the Purchase Agreement), provided that, upon Closing, Buyer shall remain liable for the Assumed Liabilities. Without limiting the generality of the foregoing, and except as otherwise expressly provided herein or in the Purchase Agreement, Buyer shall not be liable for any claims against the Debtors or any of their predecessors or affiliates, and Buyer shall have no successor or vicarious liabilities of any kind or character, including, without limitation, under any theory of antitrust, environmental, successor, or transfer reliability, labor law, de facto merger, mere

continuation, or substantial continuity, whether known or unknown as of Closing, now existing, or hereafter arising, whether fixed or contingent, whether asserted or unasserted, whether legal or equitable, whether liquidated or unliquidated, including, without limitation, liabilities on account of warranties, intercompany loans, receivables among the Debtors and their affiliates, environmental liabilities, and any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of any of the Acquired Assets prior to the Closing. For the avoidance of doubt, the Debtors are deemed to release and forever discharge Buyer and any of its affiliates, successors, and assigns from any and all claims, causes of action, obligations, liabilities, demands, losses, costs, and expenses of any kind, character, or nature whatsoever, known or unknown, fixed or contingent, relating to the Sale Transaction or operation of the Acquired Assets prior to Closing, except for the Assumed Liabilities. Buyer is not, and the consummation of the Sale Transaction will not render Buyer, a mere continuation, and Buyer is not holding itself out as a mere continuation, of any of the Debtors or their respective estates, enterprise, or operations, and there is no continuity or common identity between Buyer and the Debtors. Accordingly, the Sale Transaction does not amount to a consolidation, merger, or de facto merger of Buyer with or into any of the Debtors or their estates and Buyer is not, and shall not be deemed to be, a successor to any of the Debtors or their estates as a result of the consummation of the Sale Transaction.

K. **Good Faith**. The Transaction Documents and the Sale Transaction were negotiated, proposed, and entered into, and are being undertaken by the Debtors and Buyer in good faith, without collusion, and from arm's-length bargaining positions. Likewise, the value that the relevant Debtors and their estates will receive on consummation of the Sale Transaction is the product of arm's-length negotiations between the Debtors, Buyer and their respective

representatives and advisors. Buyer is a "good faith purchaser" within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to all the protections afforded thereby. Buyer has proceeded in good faith in all respects in that, among other things, (i) Buyer agreed to subject the Acquired Assets to higher or better offers; (ii) Buyer complied with the provisions of the Bidding Procedures Order, including compliance with confidentiality obligations and restrictions under the Bidding Procedures and any applicable non-disclosure or confidentiality agreement; (iii) Buyer's bid was subjected to competitive Bidding Procedures as set forth in the Bidding Procedures Order; and (iv) all consideration to be provided by Buyer and all other material agreements or arrangements entered into by Buyer and the Debtors in connection with the Sale Transaction have been disclosed and are appropriate. Other than agreements among the Debtors and Buyer, as reflected in the Purchase Agreement and herein, the Purchase Price in respect of the Acquired Assets was not controlled by any agreement among potential bidders. Neither the Debtors nor Buyer have engaged in any conduct that would cause or permit the Purchase Agreement to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code. The Transaction Documents were not entered into and the Sale Transaction is not being consummated for the purpose of hindering, delaying, or defrauding present or future creditors of the Debtors. All consideration to be provided by Buyer in connection with the Sale Transaction has been disclosed. Neither the Debtors nor Buyer is entering into the Transaction Documents, or proposing to consummate the Sale Transaction, fraudulently, for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Colombia.

L. **Notice**. As evidenced by the Affidavits of Service Regarding Sale filed with this

Court: (i) proper, timely, adequate, and sufficient notice of the Sale Motion, the Bidding Procedures (including the bidding process and the deadline for submitting bids at the Auction), the Sale Hearing, the Sale Transaction, and the Proposed Sale Order was provided by the Debtors; (ii) such notice was good, sufficient, and appropriate under the particular circumstances and complied with the Bidding Procedures Order; and (iii) no other or further notice of the Sale Motion, the Sale Transaction, the Bidding Procedures, the Sale Hearing, or the Proposed Sale Order is required. With respect to Persons whose identities are not reasonably ascertained by the Debtors, publication of the notice in the national editions of The New York Times and USA Today on June 24, 2020, as evidenced by the Affidavit of Publication, was sufficient and reasonably calculated under the circumstances to reach such Persons.

M. **Cure Notice**. As evidenced by the Affidavits of Service Regarding Cure Costs[5] filed with this Court, and in accordance with the provisions of the Bidding Procedures Order, the Debtors have served, prior to the Sale Hearing, the Cure Notice[6] and the Supplemental Cure Notice[7], which provided notice of the Debtors' executory contracts and unexpired leases available for assumption and assignment to Buyer (the "**Available Contracts**") and of the related proposed Cure Costs upon each non-Debtor counterparty to such contracts. As contemplated by the Purchase Agreement, Buyer may deliver written notices (each, a "**Designation Notice**") to the Debtors designating which Available Contracts it wishes to assume at Closing in connection with the Sale Transaction. Upon receipt of a Designation Notice, the Debtors shall file with this Court

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5 See *Affidavit of Service* [Docket No. 413]; *Affidavit of Service* [Docket No. 555]; and [additional affidavits regarding Cure Costs and Assumed Contracts, if applicable] (collectively, the "**Affidavits of Service Regarding Cure Costs**").

6 See *Notice of Cure Costs and Proposed Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale* [Docket No. 353] (the "**Cure Notice**").

7 See *Supplemental Notice of Cure Costs and Proposed Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale* [Docket No. 509] (the "**Supplemental Cure Notice**").

a notice of proposed assumption and assignment of the relevant Available Contracts (each, a "**Notice of Assumption and Assignment**"), which assumption and assignment shall be subject to approval by this Court. The service of the Cure Notice and the Supplemental Cure Notices was timely, good, sufficient, and appropriate under the circumstances and no further notice need be given with respect to the Cure Costs for the assumption and assignment of the Available Contracts. All non-Debtor counterparties to the Available Contracts have had a reasonable opportunity to object both to the Cure Costs listed on the applicable Cure Notice or Supplemental Cure Notice, as applicable, and to the assumption and assignment of any Available Contract to Buyer. No defaults exist in the Debtors' performance under the Available Contracts as of the date of this Order other than the failure to pay the Cure Costs, as may be required, or such defaults that are not required to be cured. In accordance with the terms of the Purchase Agreement, the list of Available Contracts may be updated by the Debtors from time to time prior to Closing to add additional Contracts or Leases. Following any such update, the Debtors shall file and serve a supplemental notice in accordance with the terms of the Bidding Procedures Order on any counterparty to a Contract or Lease that was added to the list of Available Contracts. If the Buyer desires to assume an additional contract from the supplemented list of Available Contracts in accordance with the terms of the Purchase Agreement, the Buyer must provide a supplemental Designation Notice to the Debtors within five (5) Business Day following the receipt of such supplemented list of Available Contracts. Within two (2) business days receipt of such supplemental Designation Notice, the Debtors shall file with the Court a supplemental Notice of Assignment and Assumption with respect to such contracts. Upon the expiration of the deadline to object to the assumption and assignment of an additional Contract or Lease, no further Court approval shall be required for the transfer of such Contracts or Leases in accordance with the

terms of the Purchase Agreement beyond this Order. To the extent a counterparty to a Contract or Lease files an objection with respect to the assignment of such Contract or Lease, the Debtors shall be authorized to settle or resolve such objection pursuant to the terms of the Purchase Agreement and this Order without further order from this Court; provided, however, that the Debtors and any counterparty to the applicable Contract or Lease shall have the right to seek a determination from this Court with respect to the assumption and assignment of such Contract or Lease, including with respect to the Cure Amount or consent.

N. **Satisfaction of Section 363(f) Standards**. The Debtors are authorized to sell the Acquired Assets owned by the Debtors to Buyer free and clear of all liens, claims (including those that constitute a "claim" as defined in section 101(5) of the Bankruptcy Code), property interests, rights, liabilities, encumbrances, pledges, and other interests of any kind or nature whatsoever against the Debtors or the Acquired Assets owned by the Debtors, including, without limitation, any debts, claims, rights, causes of action, and/or suits arising under or out of, in connection with, or in any way relating to, any acts, omissions, obligations, demands, guaranties, rights, contractual commitments, restrictions, product liability claims, environmental liabilities, employee retirement or benefit plan claims, all obligations under the Applicable CBAs[8] workers' compensation claims, severance claims, retiree healthcare or life insurance claims, and/or claims for taxes of or against the Debtors and/or the Acquired Assets owned by the Debtors to the maximum extent available under applicable law, and any derivative, vicarious, transferee, or successor liability claims, rights, or causes of action (whether in law or in equity, under any law, statute, rule, or regulation

[8] (A) The Agreement between Exide/GNB Industrial Power and The International Brotherhood of Electrical Workers A.F.L-C.I.O. Local 700 Fort Smith, Arkansas; (B) the Agreement between Exide Technologies Canon Hollow Plant and International Union of Electronic, Electrical, Salaried, Machine, and Furniture Workers IUE/CWA Local No. 86116 February 20, 2017 – February 20, 2022; and (C) the Agreement between Exide Technologies and International Brotherhood of Electrical Workers Local 1048 at Muncie, Indiana November 9, 2019 to November 8, 2023.

of the United States, any state, territory, or possession thereof or the District of Columbia), whether arising prior or subsequent to the commencement of these chapter 11 cases, whether known or unknown, whether fixed or contingent, whether anticipated or unanticipated, whether yet accrued or not, and whether imposed by agreement, understanding, law, equity or otherwise arising under or out of, in connection with, or in any way related to the Debtors, the Debtors' interests in the Acquired Assets, the Debtors' operation of the Business before the Closing, or the transfer of the Debtors' interests in the Acquired Assets to Buyer, all Excluded Assets and all Excluded Liabilities (each as defined in the Purchase Agreement) (collectively, all such liens, claims, interests and other matters described above in this paragraph N, but excluding any Assumed Liabilities and any Permitted Liens, the "**Claims**"), because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. Those holders of Claims who did not object (or who ultimately withdrew their objections, if any) to the Sale Transaction or the Sale Motion have either consented to or are deemed to have consented to the Sale Transaction pursuant to section 363(f)(2) of the Bankruptcy Code. In addition, one or more of the other subsections of section 363(f) of the Bankruptcy Code apply and, therefore, holders of Claims with an interest in the Acquired Assets owned by the Debtors are adequately protected by having their Claims that constitute interests in such Acquired Assets attach solely to the proceeds of the Sale Transaction in the same order of priority and with the same extent, validity, force, and effect that such holders had prior to the Sale Transaction and by providing for the distributions provided for herein. All Persons having Claims of any kind or nature whatsoever against the Debtors or the Acquired Assets owned by the Debtors shall be forever barred, estopped, and permanently enjoined from pursuing or asserting such Claims against Buyer or any of its assets, property, Affiliates, successors, assigns, or the Acquired Assets.

O. Each of (i) the DIP Secured Parties, (ii) Prepetition ABL Secured Parties, and (iii) the Prepetition Notes Secured Parties (each as defined in the Final DIP Order)[9] has consented to the sale of the Acquired Assets to Buyer pursuant to the Purchase Agreement free and clear of any Claims of the DIP Secured Parties, the Prepetition ABL Secured Parties, and Prepetition Notes Secured Parties, as applicable, against the Acquired Assets, subject to the terms and conditions of paragraph 25 of this Order, the DIP Credit Agreement, the Final DIP Order, the ABL Credit Agreement, and the Prepetition Notes Indentures (as defined in the Final DIP Order), as applicable.

P. Buyer would not have entered into the Transaction Documents and would not consummate the transactions contemplated thereby, thus adversely affecting the Debtors and their estates and their creditors, (i) if the sale of the Acquired Assets was not free and clear of all Claims and other interests, including, without limitation, any rights or Claims based on any successor or transferee liability (other than, in each case, the Assumed Liabilities), or (ii) if Buyer would, or in the future could, be liable for any such Claims, including, without limitation, any rights or Claims based on any successor or transferee liability (other than, in each case, the Assumed Liabilities). Buyer will not consummate the Sale Transaction unless this Court expressly orders that none of Buyer, its affiliates, their present or contemplated members or shareholders, or the Acquired Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any Claims and other interests, including rights or claims based on any successor or transferee liability, other than as expressly provided herein or in the Purchase Agreement. A sale of the Acquired Assets,

[9] See *Final Order (I) Authorizing The Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Parties, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* [Docket No. 350] (the "**Final DIP Order**").

other than one free and clear of all Claims, would yield substantially less value for the Debtors' estates.

Q. The total consideration to be provided under the Purchase Agreement reflects Buyer's reliance on this Order to provide it with title to and possession of the Acquired Assets free and clear of all Claims pursuant to sections 105(a) and 363(f) of the Bankruptcy Code.

R. **Assumption and Assignment of Assumed Contracts**. The assumption and assignment of the Assumed Contracts are integral to the Sale Transaction, are in the best interests of the Debtors and their estates, and represent the valid and reasonable exercise of the Debtors' sound business judgment. Specifically, the assumption and assignment of the Assumed Contracts (i) is necessary to sell the Acquired Assets to Buyer, (ii) is an integral part of the Acquired Assets being purchased by Buyer, (iii) limit the losses suffered by non-Debtor counterparties to the Assumed Contracts, and (iv) maximize the recoveries to other creditors of the Debtors by limiting the amount of claims against the Debtors' estates by avoiding the rejection of the Assumed Contracts; and, in light of the foregoing, such assumption and assignment of the Assumed Contracts are reasonable, enhance the value of the relevant Debtors' estates.

S. With respect to each of the Assumed Contracts, the Debtors have met all requirements of section 365(b) of the Bankruptcy Code because Buyer has agreed to cure or will cure on or before the Closing any monetary default required to be cured with respect to the Assumed Contracts under section 365(b)(1) of the Bankruptcy Code and Buyer has provided adequate assurance of future performance under the Assumed Contracts in satisfaction of sections 365(b) and 365(f) of the Bankruptcy Code to the extent that any such assurance is required. Accordingly, the Assumed Contracts may be assumed by the Debtors and assigned to Buyer as provided for in the Purchase Agreement and herein. The assumption and assignment of each

Assumed Contract is approved notwithstanding any provision in such Assumed Contract or other restrictions prohibiting its assignment or transfer. The applicable Cure Notice, Supplemental Cure Notice, or Notice of Assumption and Assignment provided by the Debtors is sufficient to advise the non-Debtor counterparties to the Assumed Contracts that, pursuant to the Purchase Agreement, Buyer's decision on which executory contracts and unexpired leases will be assumed and assigned may not be made until after the entry of this Order.

T. The authority hereunder for the Debtors to assume and assign any Assumed Contract to Buyer includes the authority to assume and assign an Assumed Contract, as amended.

U. The assignments by the applicable Debtors of each of the Assumed Contracts are made in good faith under sections 363(b) and (m) of the Bankruptcy Code.

V. **Validity of Transfer**. As of the Closing, the transfer of the Acquired Assets to Buyer will be a legal, valid, and effective transfer of the Acquired Assets, and will vest Buyer with all any legal, equitable and beneficial right, title, and interest of the applicable Debtors in and to the Acquired Assets, free and clear of all Claims (other than Assumed Liabilities and Permitted Liens). The consummation of the Sale Transaction is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b), and 365(f) of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Sale Transaction.

W. The Transaction Documents are valid and binding contracts between the Debtors and Buyer and shall be enforceable pursuant to their terms. None of the Transaction Documents were entered into and none of the Debtors or Buyer have entered into the Purchase Agreement or proposed to consummate the Sale Transaction for the purpose of hindering, delaying, or

defrauding creditors under the Bankruptcy Code or under laws of the United States, any state, territory, possession, or the District of Columbia. The Transaction Documents, the Sale Transaction itself, and the consummation thereof, shall be specifically enforceable against and binding upon (without posting any bond) the applicable Debtors, and any chapter 7 or chapter 11 trustee appointed in these chapter 11 cases, and shall not be subject to rejection or avoidance by the foregoing parties or any other Person. None of the Debtors nor Buyer entered into the Purchase Agreement or proposed to consummate the Sale Transaction fraudulently for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims whether under the Bankruptcy Code or under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, or any other applicable jurisdiction with laws substantially similar to any of the foregoing.

X. **Exide Canada**. The Purchase Agreement requires that certain of the Debtors to take certain actions with respect to Exide Technologies Canada Corporation ("**Exide Canada**"). As described further in the Purchase Agreement, the Sale Transaction contemplates that 100% of the equity interests of Exide Canada shall be acquired by Seller or another Seller Party (the "**Canada Restructuring**"). Thereafter, as contemplated by the Purchase Agreement, the equity interests of Exide Canada shall constitute Transferred Equity Interests and, as a result, Acquired Assets.

Y. As of the date of this Order, Exide Canada is a net payee of intercompany obligations to one or more Debtors in the aggregate amount of $2,916,076. Pursuant to the terms of the Purchase Agreement, as of the Closing Date, such intercompany obligations shall be terminated and cancelled in full and, in any event, shall not be settled in cash.

Z. **BMAL Transfer**. The Purchase Agreement requires that, prior to the Closing, the

Debtors shall sell and transfer to Europe Exide Corporation Limited or one of its Affiliates (other than a Transferred Entity) all of their right, title and interest in, to and under certain assembly line equipment identified in the Purchase Agreement (the "**BMAL Transfer**"). From and after the consummation of the BMAL Transfer, as contemplated by the Purchase Agreement, such equipment shall constitute Excluded Assets and all Liabilities arising thereunder shall constitute Excluded Liabilities.

AA. **Transfer of Retained Marks**. Prior to Closing, the Debtors shall cause the transfer, conveyance and assignment of all rights, titles and interest in and to the "Prevailer" trademark held by non-Debtor affiliates to the Debtors. The "Prevailer" trademark shall be transferred to the Buyer upon Closing.

BB. **Oracle Contracts**. Notwithstanding anything to the contrary in this Order or the Purchase Agreement, no contract between the Debtors and Oracle America, Inc., successor in interest to Hyperion Solutions Corporation, J.D. Edwards and PeopleSoft, Inc., ("**Oracle**") will be assumed and/or assigned without (1) Oracle's prior written consent; and (2) cure of any default under such contract *provided, however*, that the Debtors' and Oracles' rights to seek determination by this Court as to whether Oracle's consent is required to assign any such contract is fully preserved. Oracle's consent to any such assumption and assignment may be conditioned, upon other things, on the execution by the Debtors (or a successor) and the assignee of mutually agreeable assignment documentation. In addition, no provision of this Order or any transition services agreement authorized thereby shall authorize (1) the transfer of any Oracle license agreement to a third party; or (2) use of any Oracle license agreement that is inconsistent with the relevant license grant including, but not limited to, exceeding the number of authorized users, shared use or license splitting, absent either (i) Oracle's express prior written consent or (ii) a

determination by this Court that Oracle's consent is not required.

CC. **Infor Agreement**. Notwithstanding anything to the contrary contained in this Order, this Order does not approve the sale or transfer of the software (the "**Infor Software**") of Infor (US), Inc. ("**Infor**"), or grant any rights to possess or use the Infor Software, to any purchaser of any of the Debtors' assets except to the extent that Infor consents prior to the closing of the subject sale transaction; *provided, however,* that the Debtors' rights to seek determination by this Court as to whether Infor's consent is required to assign any of the Debtors' contracts with Infor is fully preserved. For the avoidance of doubt, absent Infor's consent, no purchaser of assets shall receive any rights to possess, use, or otherwise benefit from the Infor Software as a result of entry of this Order to the extent such possession, use, or benefit is inconsistent with the express terms of the Infor Software; provided, however, prior to the closing of the subject sale transaction, the purchaser and Infor may agree to enter into an assignment agreement (or assignment agreements) or license (or licenses) for such purchaser's possession and use of the Infor Software. If Infor and the purchaser do not enter into an assignment agreement or license prior to the sale closing, the Debtors may continue to access and use the Infor Software for the Debtors and their estates sole and exclusive benefit; however, any on-premises Infor Software loaded onto any of the Debtors' asset(s) that is being transferred to the purchaser must be removed and deleted prior to the transfer of the subject asset to the purchaser. Similarly, any access codes used to access any hosted Infor Software must be deleted from any of the Debtors' assets on which they are contained prior to the transfer of the subject assets to the purchaser.

DD. **Concur Business Services Agreement**. Notwithstanding anything in this Order, the Sale Motion, or the Purchase Agreement to the contrary, with respect to the objection of Concur Technologies, Inc. ("**Concur**") [Docket No. 498]: (i) the Business Services Agreement

dated June 29, 2007, including all amendments and sales order forms relating thereto (the "**Business Services Agreement**") shall be assumed and assigned to Buyer and Concur consents to the assumption and assignment of the Business Services Agreement to Buyer, subject to resolution of Concur's Cure Objection; and (ii) Buyer is prohibited from using (including the provision of transition services), or allowing the shared use of, the cloud and other software-related services provided by Concur pursuant to the Business Services Agreement (the "**Cloud Services**") for the benefit of the Debtors or any other third party following the Closing to the extent doing so would be inconsistent with the express terms of the Business Services Agreement unless expressly authorized in writing by Concur. Concur reserves all rights to object to the Debtors' use, or shared use, of the Cloud Services for the benefit of the Buyer or any third party should the Buyer not receive an assignment of the Business Services Agreement.

EE. **Westchester Surety Bonds and Indemnity**. The Debtors shall not assume or assign any surety bond or indemnity agreement between the Debtors and Westchester Fire Insurance Company ("**Westchester**") to the Buyer without Westchester's consent; *provided, however*, that the parties' rights to seek determination by this Court as to (i) whether Westchester's consent is required and (ii) whether the applicable surety bond and indemnity agreements are executory contracts or financial accommodations are fully preserved.

FF. **Ames Lease**. Notwithstanding anything to the contrary in this Order or the Purchase Agreement, that certain lease between the Debtors and Ames Properties, LLC ("**Ames**") attached as Exhibit A to the objection filed by Ames at Docket No. 670 ("**Ames Lease**") shall not be assumed by the Debtors and assigned to the Buyer unless, as a condition to the assumption and assignment of such lease, Buyer obtains a surety bond to secure the repayment of certain tenant obligations in accordance with the terms of the Ames lease.

GG. **Aker Wade Agreements**. At Closing (as defined in the Purchase Agreement) the following agreements between the Debtors and the Aker-Wade Individuals[10] shall be assumed by the Debtors and assigned to the Buyer (the "**Aker Wade Individuals Agreements**"): (i) that certain *Unit Purchase Agreement* dated May 21, 2018; (ii) that certain Promissory Note, dated May 21, 2018; (iii) that certain *License Agreement*, dated May 21, 2018; and (iv) that certain *Purchase Side Letter*, dated May 21, 2018. In addition, at Closing, Buyer shall enter into new employment agreements (the "**New Employment Agreements**") with the Aker-Wade Individuals that have terms equivalent in all material respects to those set forth in the *Employment Agreement* with Kevin J. Lynch dated May 21, 2018, *Employment Agreement* with Bret E. Aker dated May 21, 2018; *Employment Agreement* with John F. Aker dated May 21, 2018; *Employment Agreement* with James R. Wade dated May 21, 2018, as applicable (collectively, the "**Existing Employment Agreements**"). The New Employment Agreements shall not alter the compensation, place of employment, or post-employment restrictions applicable to the Aker Wade Individuals and the parties reserve all rights related thereto. Upon execution of the New Employment Agreements, any obligations of the Debtors with respect to the Existing Employment Agreements shall be discharged and the Aker-Wade Individuals shall have no claim against the Debtors on account of such agreements.

HH. In the event that the Aker Wade Individuals' Agreements are not assumed and assigned at Closing for any reason, the Aker Wade Individuals' rights under 11 U.S.C. § 365(n) or such other rights referenced in the *Aker Wade Individuals' (1) Reservation of Rights Under 11 U.S.C. § 365(N) Regarding Americas Assets and (2) Objection to Motion of Debtors for Entry of*

[10] Kevin J. Lynch, Bret E. Aker, John F. Aker, and James R. Wade are referred to herein as the "Aker Wade Individuals"

*Orders (I)(A) Approving Bidding Procedures for Sales Of Debtors' Assets, (B) Approving Stalking Horse Bid Protections, (C) Authorizing Designation of Additional Stalking Horse Bidders, (D) Scheduling Auction for and Hearing to Approve Sales of Debtors' Assets, (E) Approving Form and Manner of Notice of Sale, Auction, and Sale Hearing, (F) Approving Assumption and Assignment Procedures and Form and Manner of Notice of Assumption and Assignment, and (G) Granting Related Relief; and (II)(A) Authorizing Sale of Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (B) Authorizing Assumption and Assignment of Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket. Nos. 557, 558 (redacted)] are hereby reserved.

II. **Settlement with Applicable CBA Unions**. In connection with the Applicable CBAs, the Debtors and the Buyer have entered negotiations with the unions party to the Applicable CBAs to offer modified collective bargaining agreements. The Debtors have entered into settlement term sheets with each of the unions party to the Applicable CBAs, which are attached as **Exhibit C** hereto.

JJ. **Cigna ASO Agreement**. Notwithstanding anything to the contrary in this Sale Order, or any Notice related thereto, the *Objection Of Cigna To Notice Of Cure Costs And Proposed Assumption And Assignment Of Executory Contracts And Unexpired Leases In Connection With Sale* [Docket No. 433] (the "Cigna Objection") is adjourned, and the ASO Agreement shall not be assumed and assigned to the Buyer under this Sale Order absent agreement of Cigna, the Debtors, and the Purchaser or, if no agreement can be reached, by further order of the Court; provided, however, that if no such agreement is reached, the Cigna Objection shall be presented to the Court no less than five (5) business days prior to Closing on the Sale.

KK. **Waiver of Bankruptcy Rules 6004(h) and 6006(d)**. The sale of the Acquired

Assets must be approved and consummated promptly in order to preserve the value of the Acquired Assets. Therefore, time is of the essence in consummating the Sale Transaction, and the Debtors and Buyer intend to close the Sale Transaction as soon as reasonably practicable. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the Sale Transaction as contemplated by the Purchase Agreement. Accordingly, there is sufficient cause to lift the stay contemplated by Bankruptcy Rules 6004(h) and 6006(d) with regard to the transactions contemplated by this Order.

LL. **Legal and Factual Bases**. The legal and factual bases set forth in the Sale Motion, the Sale Declarations, and at the Sale Hearing establish just cause for the relief granted herein.

MM. **Necessity of Order**. Buyer would not consummate the transactions absent the relief provided for in this Order.

**NOW THEREFORE, IT IS ORDERED THAT:**

1. **Motion is Granted**. To the extent not already approved pursuant to the Bidding Procedures Order, the Sale Motion and the relief requested therein is granted and approved as set forth herein.

2. **Objections Overruled**. Except as provided in paragraph 3 and paragraphs 37 through 41 below, all objections, if any, and any and all joinders thereto, to the Sale Motion or the relief granted herein that have not been previously overruled, withdrawn with prejudice, waived, or settled as announced to this Court at the Sale Hearing, by stipulation filed with this Court, or as provided in this Order, and all reservations of rights included therein, are hereby overruled on the merits and with prejudice.

3. **Cure Objections**. If a counterparty to any Available Contract files an objection

to the assumption and assignment of such Available Contract to Buyer, then such contract shall be deemed a "**Disputed Contract.**" The Debtors shall be authorized to resolve or settle any objections to the assumption and assignment of Disputed Contracts in accordance with the terms of the Purchase Agreement, including with respect to Cure Costs or necessary consents, without need for any further order or action from this Court. Pursuant to the Purchase Agreement, the Debtors shall not settle a disputed Cure Cost for an amount in excess of $5,000, individually, and $75,000, in the aggregate, of the Debtors' estimated Cure Cost for the relevant Disputed Contract, without the consent of Buyer (acting reasonably). Upon a Final Order determining any Cure Cost regarding any Disputed Contract after the Closing (and prior to the earlier of the date that is six (6) months following the Closing Date or confirmation of a plan in these chapter 11 cases), Buyer shall have the option to (x) pay the Cure Cost for such Disputed Contract and the Debtors shall be permitted to assume the Disputed Contract and assign such contract to the Buyer as a Transferred Contract or (y) designate the Disputed Contract as an Excluded Contract and shall not be responsible for such Cure Cost.

4. **Notice**. Notice of the Sale Motion and Sale Hearing was adequate, appropriate, fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006 and the Bidding Procedures Order.

5. **Fair Purchase Price**. The consideration provided by Buyer under the Purchase Agreement is fair and reasonable, is the highest and best offer for the Acquired Assets, and constitutes (i) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (ii) fair consideration under the Uniform Fraudulent Conveyance Act, and (iii) reasonably equivalent value, fair consideration and fair value under any other

applicable laws of the United States, any state, territory or possession or the District of Columbia.

6. **Approval of the Purchase Agreement**. The Transaction Documents, the transactions contemplated thereby, including the Sale Transaction, the Canada Restructuring, the BMAL Transfer, the transfer of the "Prevailer" trademark, and all of the terms and conditions thereof, are hereby authorized and approved in their entirety. The failure specifically to include any particular provision of the Transaction Documents in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Transaction Documents, and the relevant Debtors' entry therein, be authorized and approved in their entirety.

7. **Consummation of Sale Transaction**. Pursuant to sections 105(a), 363(b), 363(f), and 365 of the Bankruptcy Code, the Debtors are authorized and empowered to transfer the Acquired Assets owned by the Debtors in accordance with the terms of the Purchase Agreement and the terms of this Order. The relevant Debtors, as well as their directors, officers, employees, and agents, are authorized to execute, deliver, and perform their obligations under and comply with the terms of the Transaction Documents and to consummate the Sale Transaction, including by taking any and all actions as may be reasonably necessary or desirable to implement the Sale Transaction and each of the transactions contemplated thereby pursuant to and in accordance with the terms and conditions of the Transaction Documents and this Order. For the avoidance of doubt, all persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Acquired Assets to Buyer in accordance with the Purchase Agreement and this Order.

8. The relevant Debtors, their affiliates, and their respective directors, officers,

employees, and agents, are authorized to execute and deliver, and authorized to perform under, consummate, and implement all additional notices, assumptions, conveyances, releases, acquittances, instruments and documents that may be reasonably necessary or desirable to implement the Transaction Documents, including the transfer and, as applicable, the assignment of all the Acquired Assets, the assumption of the Assumed Liabilities, and the assumption and assignment of all the Assumed Contracts, and to take all further actions as may be (i) reasonably requested by Buyer for the purpose of assigning, transferring, granting, conveying, and conferring to Buyer, or reducing to Buyer's possession, the Acquired Assets and/or (ii) necessary or appropriate to the performance of the obligations contemplated by the Transaction Documents, pursuant to which Buyer would provide to the Debtors certain ordinary course services and services necessary for the Debtors' ongoing administration of these Chapter 11 Cases, all without further order of this Court.

9. All Persons that are currently in possession of some or all of the Acquired Assets are hereby directed to surrender possession of such Acquired Assets to Buyer upon the Closing Date or at such later time as Buyer reasonably requests.

10. All Persons are prohibited from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Acquired Assets to Buyer in accordance with the Purchase Agreement and this Order, provided that the foregoing restriction shall not prevent any party from appealing this Order in accordance with applicable law or opposing any appeal of this Order.

11. Buyer has provided or will provide, as applicable, adequate assurance of future performance of and under the Assumed Contracts, within the meaning of 365(b)(1) and 365(f)(2) of the Bankruptcy Code. Debtors' creditors and the holders of any Claims are

authorized and directed to execute such documents and take all other actions as may be necessary to terminate, discharge or release their Claims in the Acquired Assets, if any, as such Claims may otherwise exist.

12. Each and every federal, state, local, or foreign government or governmental or regulatory authority, agency, board, bureau, commission, court, department, or other governmental entity is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Transaction Documents.

13. **Transfer of Acquired Assets Free and Clear**. Pursuant to sections 105(a), 363(b), 363(f) and 365 of the Bankruptcy Code, the Debtors are authorized to transfer the Acquired Assets owned by the Debtors in accordance with the terms of the Purchase Agreement and this Order. Upon the Closing, the transfer of the Acquired Assets to Buyer shall: (i) be valid, legal, binding, and effective; (ii) vest Buyer with all right, title, and interest of the Debtors in and to the Acquired Assets; and (iii) be free and clear of all Claims against the Debtors and the Acquired Assets owned by the Debtors (including Claims of any Governmental Authority) in accordance with section 363(f) of the Bankruptcy Code and subject to any claims and defenses the Debtors may possess with respect thereto, in each case immediately before the Closing (other than Assumed Liabilities and Permitted Liens). For the avoidance of doubt, the Acquired Assets shall not include assets for which the Debtors do not have title. The Doe Run Resources Corporation ("**Doe Run**") disputes the Debtors' title to certain Acquired Assets, and the parties reserve any and all rights to bring such dispute before the Court for final resolution, and neither the Debtors nor the Buyer can compel turnover of the disputed Acquired Assets in Doe Run's possession absent further court order adjudicating

title to the disputed Acquired Assets.

14. Except as otherwise provided in the Purchase Agreement or herein, all Persons (and their respective successors and assigns) including, without limitation, the Debtors, the Debtors' estates, all debt security holders, equity security holders, governmental tax and regulatory authorities, lenders, customers, vendors, employees, former employees, litigation claimants, trustees, trade creditors, and any other creditors (or agent of any of the foregoing) who may or do hold Claims (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated) against the Debtors or the Acquired Assets owned by the Debtors arising under or out of, in connection with, or in any way relating to, the Debtors, the Acquired Assets owned by the Debtors, the operation of the Acquired Assets by the Debtors prior to the Closing, or the Sale Transaction, are hereby forever barred, estopped, and permanently enjoined from asserting or pursuing such Claims against Buyer, its Affiliates, successors, assigns, its property or the Acquired Assets, including, without limitation, taking any of the following actions with respect to any Claims: (i) commencing or continuing in any manner any action, whether at law or in equity, in any judicial, administrative, arbitral, or any other proceeding, against Buyer, its affiliates, successors, assigns, assets (including the Acquired Assets), and/or properties; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against Buyer, its Affiliates, successors, assigns, assets (including the Acquired Assets), and/or properties; (iii) creating, perfecting, or enforcing any Claim against Buyer, its affiliates, any of their respective successors, assigns, assets (including the Acquired Assets), and/or properties; (iv) asserting a Claim as a setoff, right of subrogation, or recoupment of any kind against any obligation due against Buyer, its affiliates, any of their respective successors or

assigns; or (v) commencing or continuing any action in any manner or place that does not comply, or is inconsistent, with the provisions of this Order or the agreements or actions contemplated or taken in respect thereof. No such Person shall assert or pursue against Buyer or its Affiliates, successors or assigns any such Claim.

15. Notwithstanding the foregoing or any other provision of this Sale Order or the Purchase Agreement to the contrary, the transfer of the Acquired Assets to the Buyer shall not be free and clear of the right to assert setoff or recoupment as a defense by any party that timely filed an objection preserving such right or defense, including, without limitation, Battery Systems, Inc. [Docket Nos. 629 and 630], CNH Industrial America LLC [Docket No. 631], Robert Bosch LLC [Docket No. 632], Hino Motors Manufacturing U.S.A., Inc. and Hino Motors Canada, Ltd., with their applicable affiliates [Docket No. 639], The Doe Run Resources Corporation [Docket No. 640], and MDSA, LLC [Docket No. 641].

16. This Order (i) shall be effective as a determination that, as of the Closing all Claims have been unconditionally released, discharged and terminated as to Buyer and the Acquired Assets owned by the Debtors and that the conveyances and transfers described herein have been effected, and (ii) is and shall be binding upon and govern the acts of all Persons, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, county and local officials and all other Persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments that reflect that Buyer is the assignee and owner of the Acquired Assets, and ownership of the Acquired Assets owned by the Debtors is free and clear of all Claims or who may be required to report or insure any title or

state of title in or to any lease (all such entities being referred to as "**Recording Officers**"). All Recording Officers are authorized to strike recorded encumbrances, claims, liens, and other interests against the Acquired Assets owned by the Debtors recorded prior to the date of this Order. A certified copy of this Order may be filed with the appropriate Recording Officers to evidence cancellation of any recorded encumbrances, claims, liens, pledges, and other interests against the Acquired Assets owned by the Debtors recorded prior to the date of this Order. All Recording Officers are hereby authorized to accept for filing any and all of the documents and instruments necessary, advisable or appropriate, and appropriate to consummate the transactions contemplated by the Purchase Agreement.

17. Following the Closing, no holder of any Claim shall interfere with Buyer's title to or use or enjoyment of the Acquired Assets based on or related to any Claim or based on any actions or omissions by the Debtors, including any actions or omissions the Debtors may take in these chapter 11 cases.

18. Except as expressly set forth in the Purchase Agreement and the Transaction Documents, and except with respect to the Assumed Contracts, Buyer and each of its affiliates, successors, assigns, members, partners, officers, directors, principals, and shareholders shall have no liability whatsoever for any Claims, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, whether liquidated or unliquidated, whether asserted derivatively or vicariously, whether asserted based on Buyer's status as a transferee, successor, or otherwise, of any kind, nature, or character whatsoever, including Claims based on, relating to, and/or arising under, without limitation: (i) any employment or labor agreement, including Applicable CBAs; (ii) any pension, welfare, compensation or other Employee Plan, agreements, practices, and programs, including,

without limitation, any pension or Employee Plan of or related to any of the Debtors or any Debtor's affiliates or predecessors or any current or former employees of any of the foregoing; (iii) the Debtors' business operations or the cessation thereof; (iv) any litigation involving one or more of the Debtors; (v) any employee, workers' compensation, occupational disease or unemployment or temporary disability related law, including, without limitation, any claims, rights, or causes of action that might arise under or pursuant to (a) the Employee Retirement Income Security Act of 1974, as amended, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the Worker Adjustment and Retraining Notification Act of 1988, (f) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (g) the Americans with Disabilities Act of 1990, (h) the Consolidated Omnibus Budget Reconciliation Act of 1985, (i) state and local discrimination laws, (j) state and local unemployment compensation laws or any other similar state and local laws, (k) state workers' compensation laws, and/or (l) any other state, local, or federal employee benefit laws, regulations or rules or other state, local or federal laws, regulations or rules relating to, wages, benefits, employment, or termination of employment with any or all Debtors or any of their predecessors; (vi) any antitrust laws; (vii) any product liability or similar laws, whether state, federal, or otherwise; (viii) any environmental laws, rules, or regulations, including, without limitation, under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, et seq., or similar state statutes (subject to paragraph 19); (ix) any bulk sales or similar laws; (x) any federal, state, or local tax statutes, rules, regulations, or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; and (xi) any common law doctrine of *de facto* merger, successor, transferee, or vicarious liability, substantial continuity

liability, successor-in- interest liability theory, and/or any other theory of or related to successor liability.

19. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operation of the Acquired Assets owned by the Debtors sold, transferred, or conveyed to Buyer on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale Transaction contemplated by the Purchase Agreement and the Transaction Documents.

20. Notwithstanding any provision in this Order or any Transaction Documents, nothing shall: (1) release, nullify, preclude or enjoin the enforcement of any police or regulatory liability to a governmental unit that any entity would be subject to as the post-sale owner or operator of property after the date of entry of this Order; (2) authorize the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law; (3) authorize the sale, conveyance, assumption, assignment or other transfer to the Buyer of any contracts, leases, purchase orders, agreements, equipment, inventory, property, grants, or other interests of the federal government (collectively, "**Federal Interests**") without compliance by the Debtors and the Buyer with (a) all terms of the Federal Interests, (b) all applicable legal requirements and approvals under non-bankruptcy law; (4) be interpreted to require the government to novate, approve or otherwise consent to the sale, conveyance, assumption, assignment or other transfer of any Federal Interests; (5) affect any government unit's right of setoff or recoupment; or (6) confer exclusive jurisdiction to the Bankruptcy Court with

respect to any governmental interests.

21. The Continued Use Agreement with regard to equipment purchased or acquired with funds distributed to the Debtors pursuant to the Department of Energy ("**DOE**") Assistance Agreement Award No. DE-EE0002618 (the "**DOE Assets**"), including those assets described in the attached **Schedule 1**, will not be assumed and assigned under section 365, but may be novated by DOE, subject to DOE consent and in compliance with applicable non-bankruptcy law, with regard to any DOE Assets transferred to the Buyer. If DOE does not consent to the transfer of the DOE Assets to Buyer, (1) Debtors will provide a list of equipment sold that identifies the portion of the actual sale price attributable to, or fair market value of, each transferred DOE Asset (the "**Asset Price**"); and (2) Debtors agree to comply with the terms of the Continued Use Agreement and applicable non-bankruptcy law, including, without limitation, the obligation to pay DOE 49% of the proceeds derived from the sale of any DOE Assets transferred to the Buyer prior to payment from these proceeds to any other creditor, including the DIP Agent and the Prepetition ABL Agent to the extent that the DOE Assets constitute assets described by paragraph 46(d)(a)(ii) of the Final DIP Order. If DOE disputes any such fair market value identified by the Debtors for any DOE Asset included in the Sale, DOE may at its own option, (1) accept payment of 49% of the Asset Price, or (2) direct the purchaser of such equipment to transfer the asset to DOE and compensate the purchaser for 51% of the Asset Price.

22. Immediately upon the later of (a) the indefeasible receipt by the DIP Agent (as defined in the Final DIP Order) of an amount sufficient to pay the DIP Obligations (as defined in the Final DIP Order) in full in cash, (b) the indefeasible receipt by the Prepetition ABL Agent (as defined in the Final DIP Order) of an amount sufficient to pay the Prepetition ABL

Debt (as defined in the Final DIP Order) in full in cash, and (c) the Closing (the "**Lien Release Date**"), the DIP Secured Parties, the Prepetition ABL Secured Parties, the Prepetition Notes Secured Parties and each of the Debtors' other creditors and any other holder of a lien, claim, encumbrance or other interest shall be deemed to have released any Claims held by such Person on the Acquired Assets (and with respect to the Claims of the DIP Secured Parties and the Prepetition ABL Secured Parties, the DIP Collateral and the Prepetition ABL Collateral, respectively) and are authorized and directed to take any such actions as may be reasonably requested by the Debtors to evidence the release of such Claims, including the execution, delivery and filing or recording of such releases as may be reasonably requested by the Debtors or Buyer or as may be required in order to terminate any related financing statements, mortgages, mechanic's liens, or *lis pendens*. If any DIP Secured Party, ABL Secured Party or Prepetition Notes Secured Party or any other Person that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Claims against the Acquired Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, as applicable, termination statements, instruments of satisfaction, or releases of all interests or Claims which the Person has with respect to the relevant Debtors or the Acquired Assets (and with respect to the Claims of the DIP Secured Parties and the Prepetition ABL Secured Parties, the DIP Collateral and the Prepetition ABL Collateral, respectively), then upon the Lien Release Date (i) the Debtors shall be authorized and directed to execute and file such statements, instruments, or releases on behalf of the Person with respect to the Acquired Assets (and with respect to the Claims of the DIP Secured Parties and the Prepetition ABL Secured Parties, the DIP Collateral and the Prepetition ABL Collateral, respectively) and (ii) Buyer shall be authorized to file, register, or

otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Claims against the Acquired Assets (and with respect to the Claims of the DIP Secured Parties and the Prepetition ABL Secured Parties, the DIP Collateral and the Prepetition ABL Collateral, respectively). This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office.

23. On the Closing Date, this Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Acquired Assets, transferring good and marketable, indefeasible title and interest in all of the Acquired Assets to Buyer with effect at Closing of the Sale Transaction in accordance with the Transaction Documents.

24. To the maximum extent available under applicable law and to the extent provided for under the Purchase Agreement, Buyer shall be authorized, as of the Closing, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Acquired Assets and, to the maximum extent available under applicable law and to the extent provided for under the Transaction Documents, all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been transferred to Buyer as of the Closing. All existing licenses or permits applicable to the business shall remain in place for Buyer's benefit until either new licenses and permits are obtained or existing licenses and permits are transferred in accordance with applicable administrative procedures.

25. **Distribution and Application of Sale Proceeds**. In accordance with the Purchase Agreement, prior to the Closing, Seller shall provide to Buyer an Estimated Closing

Statement. The Estimated Closing Statement shall indicate, among other things, that, at the Closing, Buyer shall pay to (i) the DIP Agent, a portion of the Purchase Price in an amount sufficient to pay the DIP Obligations (each as defined in the Final DIP Order) in full in cash (the "**DIP Payoff Amount**"), and (ii) the Seller (in accordance with the terms of the Purchase Agreement), the balance of the Purchase Price remaining due and owing under the Purchase Agreement less the DIP Payoff Amount. On the Closing Date, (a) the Buyer shall pay the DIP Agent by wire transfer in immediately available funds the DIP Payoff Amount; and (b) the Debtors shall pay, or shall cause to be paid by wire transfer in immediately available funds from the cash proceeds of the Sale Transaction to (x) the Prepetition ABL Agent an amount sufficient to pay the Prepetition ABL Debt (each as defined in the Final DIP Order) in full in cash, and (y) the Americas Stalking Horse Bidder the Termination Payment (each as defined in the Americas Stalking Horse Bid)[11] in an amount not to exceed $7,600,000.00 in connection with the Americas Stalking Horse Bid. Notwithstanding the foregoing, nothing in this paragraph 25 shall alter the Purchase Price, any conditions to the Closing, or any of the other terms of the Purchase Agreement.

26. Following the payments provided for in paragraph 25, all Liens, other than those released pursuant paragraph 22, that existed prior to Closing in the Acquired Assets owned by the Debtors shall attach to the remaining proceeds of the Sale Transaction in the same order of priority and with the same extent, validity, force, and effect that such Liens had prior to the Sale Transaction.

27. **No Successor or Other Derivative Liability**. By virtue of the Sale Transaction,

[11] See *Notice of Designation of Americas Stalking Horse Bidder* [Docket No. 500] (the "**Americas Stalking Horse Bid**").

neither Buyer nor any of its Affiliates shall be deemed to: (i) be a legal successor, or otherwise deemed to be a successor, to any of the Debtors under any theory of law or equity; (ii) have, de facto or otherwise, merged with or into any or all Debtors or their estates; (iii) have a common identity or a continuity of enterprise with the Debtors; or (iv) be a mere continuation or substantial continuation, or be holding itself out as a mere continuation, of the Debtors or any business, enterprise, or operation of the Debtors. Upon the Closing, to the maximum extent available under applicable law, Buyer's acquisition of the Acquired Assets owned by the Debtors shall be free and clear of any "successor liability" claims and other types of transferee liability of any nature whatsoever, whether known or unknown and whether asserted or unasserted at the time of the Closing (other than, to the extent applicable, any Assumed Liabilities), and the Acquired Assets shall not be subject to any Claims arising under or in connection with any Excluded Asset, including any Excluded Contract or Excluded Liability. The operations of Buyer and its Affiliates shall not be deemed a continuation of the Debtors' business as a result of the acquisition of the Acquired Assets.

28. **Assumption and Assignment of Assumed Contracts**. The Debtors are hereby authorized in accordance with sections 105(a) and 365 of the Bankruptcy Code to assume and assign the Assumed Contracts to Buyer free and clear of all Claims, and to execute and deliver to Buyer such documents or other instruments as may be necessary to assign and transfer the Assumed Contracts to Buyer as provided in the Purchase Agreement. Upon the Closing, Buyer shall be fully and irrevocably vested with all right, title, and interest of the relevant Debtors in, to, and under the Assumed Contracts and, pursuant to section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further liability with respect to the Assumed Contracts. Buyer acknowledges and agrees that, from and after the Closing, it shall comply

with the terms of each Assumed Contract in its entirety, including, without limitation, any indemnification obligations expressly contained in such Assumed Contract that could arise as a result of events or omissions that occur from and after the Closing and any security deposit and/or maintenance reserve obligations pursuant to such Assumed Contracts.

29. All Cure Costs that have not been waived shall be determined in accordance with the Bidding Procedures Order or this Order and paid by Buyer in accordance with the terms of the Purchase Agreement. Assumption and payment of the Cure Costs by Buyer shall be in full satisfaction and cure of any and all defaults under the Assumed Contracts and is deemed to fully satisfy the Debtors' obligations under sections 365(b) and 365(f) of the Bankruptcy Code. Upon the assumption by a Debtor and the assignment to Buyer of any Assumed Contract, and the payment of any applicable Cure Costs, each non-Debtor counterparty to the Assumed Contracts is forever barred, estopped, and permanently enjoined from (i) asserting against the Debtors or Buyer, their Affiliates, successors, or assigns, or the property of any of them, any default existing as of the date of the Sale Hearing if such default was not raised or asserted prior to or at the Sale Hearing, and (ii) exercising any rights or remedies against any Debtor or Buyer based on an asserted default that occurred on, prior to, or as a result of, the Closing, including the type of default specified in section 365(b)(1)(A) of the Bankruptcy Code. Buyer has provided adequate assurance of future performance under the Assumed Contracts within the meaning of sections 365(b)(1)(c) and 365(f)(2)(B) of the Bankruptcy Code. Accordingly, all of the requirements of sections 365(b) and 365(f) of the Bankruptcy Code have been satisfied for the assumption by the Debtors, and the assignment by the Debtors to Buyer, of each of the Assumed Contracts.

30. To the extent a non-Debtor counterparty to the Assumed Contracts fails to

timely object to a Cure Cost, such Cure Cost has been and shall be deemed to be finally determined and any such non-Debtor counterparty shall be prohibited from challenging, objecting to, or denying the validity and finality of the Cure Cost at any time. Consistent with the Bidding Procedures Order, the non-Debtor counterparty to an Assumed Contract is forever bound by the applicable Cure Cost and, upon payment of such Cure Cost as provided herein and in the Purchase Agreement, is hereby enjoined from taking any action against Buyer with respect to any claim for cure under the Assumed Contract. To the extent no timely Cure Objection or Adequate Assurance Objection has been filed and served with respect to an Assumed Contract, the non-Debtor counterparty to such Assumed Contract is deemed to have consented to the assumption and assignment of the Assumed Contract to Buyer.

31. The assignments of each of the Assumed Contracts are made in good faith under sections 363(b) and (m) of the Bankruptcy Code.

32. **Ipso Facto Clauses**. Except as otherwise specifically provided for by order of this Court, the Assumed Contracts shall be transferred to, and remain in full force and effect for the benefit of, Buyer in accordance with their respective terms, including all rights of Buyer as the assignee of the Assumed Contracts, notwithstanding any provision in any Assumed Contract (including, without limitation, those of the type described in sections 365(e)(1) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer, including any provision that prohibits or conditions the assignment or sublease of a Assumed Contract (including without limitation, the granting of a lien therein) or allows the non-Debtor counterparty thereto to terminate, recapture, impose any penalty, condition on renewal or extension, or modify any term or condition upon such assignment or sublease, which shall constitute an unenforceable anti-assignment provision that is void and of no force and effect.

There shall be no, and all non-Debtor counterparties to any Assumed Contract are forever barred and permanently enjoined from raising or asserting against the Debtors or Buyer any default, breach, termination, claim, penalty, pecuniary loss, rent or other acceleration of amount due thereunder, escalation, assignment fee, increase, or any other fee charged to Buyer or the Debtors as a result of (i) any Debtor's financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Assumed Contracts; or (ii) the assumption or assignment of the Assumed Contracts.

33. The failure of the Debtors or Buyer to enforce at any time one or more terms or conditions of any of the Assumed Contracts shall not be a waiver of such terms or conditions, or of the Debtors' and Buyer's rights to enforce every term and condition of the Assumed Contracts.

34. **Statutory Mootness**. The transactions contemplated by the Purchase Agreement and the other Transaction Documents are undertaken by Buyer without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and were negotiated by the parties at arm's-length and, accordingly, the reversal or modification on appeal of the authorization provided herein of the Sale Transaction shall neither affect the validity of the Sale Transaction nor the transfer of the Acquired Assets to Buyer free and clear of Claims, unless such authorization is duly stayed before the Closing Date pending such appeal. Buyer is a good faith purchaser of the Acquired Assets and is entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code. The Debtors and Buyer will be acting in good faith if they proceed to consummate the Sale Transaction at any time after entry of this Order.

35. **No Avoidance of Purchase Agreement**. Neither the Debtors nor Buyer has

engaged in any conduct that would cause or permit the Purchase Agreement to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code. Accordingly, the Purchase Agreement and the Sale Transaction shall not be avoidable under section 363(n) of the Bankruptcy Code, and no party shall be entitled to any damages or other recovery pursuant to section 363(n) of the Bankruptcy Code in respect of the Purchase Agreement or the Sale Transaction.

36. **Modification of Purchase Agreement**. Subject to the terms of the Transaction Documents, the Transaction Documents, including the Purchase Agreement, and any related agreements, documents, or other instruments, may be modified, amended, or supplemented by the parties thereto, in a writing signed by the party against whom enforcement of any such modification, amendment, or supplement is sought, and in accordance with the terms thereof, without further order of this Court; provided that notwithstanding any such modification, amendment, or supplement, the sale of the Acquired Assets to Buyer will still comply with the requirements of section 363 of the Bankruptcy Code.

37. **Government Agencies' and Prepetition ABL Lenders' Reservation of Rights**. The Debtors and certain other participants in the global settlement mediation either reached agreement on the terms of a proposed global resolution of the matters in mediation or, in the case of governmental entities (the "**Government Agencies**"), agreed to recommend terms of a proposed global resolution of the matters in mediation to those with authority to approve a settlement.[12]

[12] For the avoidance of doubt, the Government Agencies shall mean the U.S. Environmental Protection Agency, the State of Florida Department of Environmental Protection, the Georgia Environmental Protection Division of the Department of Natural Resources, the Indiana Department of Environmental Quality, the Commonwealth of Pennsylvania Department of Environmental Protection, the South Carolina Department of Health and Environmental Control, the Tennessee Attorney General & Reporter, the Texas Commission on Environmental Quality, the Illinois Environmental Protection Agency, the Louisiana Department of Environmental Quality, the

38. Each of the Government Agencies, the Creditors' Committee, and the Ad Hoc Group, subject to the rights set forth below: (i) are not objecting to the repayment in full of the Prepetition ABL Debt from the proceeds of the Sale Transaction (including, without limitation, cash collateralization for contingent obligations owing to the Prepetition ABL Secured Parties as of the Closing Date) pursuant to the terms and conditions of a payoff letter in form and substance satisfactory to the Prepetition ABL Agent (the "**ABL Repayment**"), and (ii) are waiving any remaining right to bring a Challenge (as defined in and contemplated by the Final DIP Order) against the Prepetition ABL Agent and/or any of the other Prepetition ABL Secured Parties.

39. If the proceeds of the Sale Transaction are applied to the Prepetition ABL Debt in accordance with the aforesaid terms and the Global Settlement (as defined in the Americas Sale Reply[13]) is consummated, and the Prepetition ABL Secured Parties ever assert liens or claims against the equipment, real property, improvements, and fixtures constituting the NPPs (as defined in the Debtors' Americas Sale Reply), then any of the Agencies shall have a right to seek a claw back or other appropriate remedy from the Prepetition ABL Secured Parties of the ABL Repayment solely related to such assertion of liens or claims against the NPPs, and any such claims or causes of action or other remedy of such Government Agency shall not be prejudiced because such Agency did not object to the ABL Repayment or entry of this Order. Such claw back or other remedy may be sought by appropriately noticed motion in this Court and the Prepetition ABL Secured Parties shall not object to the jurisdiction of this Court

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Mississippi Department of Environmental Quality, and the California Department of Toxic Substances Control, and each of their respective successors.

[13] See *Debtors' Omnibus Reply in Support of the Americas Sale Transaction*, filed contemporaneously herewith (the "**Americas Sale Reply**").

to hear such motion or the standing of the Government Agency to bring such motion. In the event an Agency brings such a motion, all of the Prepetition ABL Secured Parties' rights to defend against any such actions or to bring counterclaims against such Agency in connection with such actions, and such Agency's rights to defend against any such counterclaims, shall be expressly reserved.

40. If the Global Settlement is not consummated, any of the Government Agencies shall have a right to seek a claw back from the Prepetition ABL Secured Parties of the ABL Repayment or other appropriate remedy against the Prepetition ABL Secured Parties and the claims or causes of action of such Agency shall not be prejudiced because such Agency did not object to the ABL Repayment or entry of this Order. Such claw back or other remedy may be sought by appropriately noticed motion in this Court and the Prepetition ABL Secured Parties shall not object to the jurisdiction of this Court to hear such motion or the standing of the Government Agency to bring such motion. In the event a Government Agency brings such a motion, all of the Prepetition ABL Secured Parties' rights to defend against any such actions or to bring counterclaims against such Government Agency in connection with such actions, and such Agency's rights to defend against any such counterclaims, shall be expressly reserved. In addition, the ABL Adequate Protection Liens (as defined in the Final DIP Order) against the equipment, real property, improvements, and fixtures constituting the NPPs shall be restored to the same extent and in the same order of priority as they existed prior to the repayment of the Prepetition ABL Debt from the Sale Transaction proceeds as set forth in the Final DIP Order, and the Creditors' Committee's and each Agencies' right to bring a Challenge against the Prepetition ABL Agent and/or any of the other Prepetition ABL Secured Parties, shall be restored to the same extent and in the same order of priority as they existed

prior to the Closing.

41. The provisions of paragraphs 37 through 40 shall survive conversion of the case to chapter 7 or dismissal if a plan is not approved. If a plan and the Global Settlement are consummated, then all parties' reservation of rights set forth paragraphs 39 and 40 related to the NPPs shall automatically terminate.

42. **Settlements with Applicable CBA Union**. The settlement term sheets between the Debtors and the unions party to the Applicable CBAs, as attached on **Exhibit C** hereto, are hereby approved and the parties are authorized to execute and perform any and all actions contained therein. The Debtors and the Buyer may enter into additional term sheets or settlements with the unions party to the Applicable CBAs on similar terms without any further order from the Court.

43. **Waiver of Bankruptcy Rules 6004(h) and 6006(d)**. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d) or any applicable provisions of the Local Rules, this Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the 14-day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply. Time is of the essence in closing the Sale Transaction and the Debtors and Buyer intend to close the Sale Transaction as soon as practicable. Any party objecting to this Order must exercise due diligence in filing an appeal and pursuing a stay within the time prescribed by law and prior to the Closing, or risk its appeal will be foreclosed as moot.

44. **Binding Effect of this Order**. The terms and provisions of the Purchase Agreement and this Order shall be binding in all respects upon, or shall inure to the benefit of, the Debtors, their estates and their creditors, Buyer and its affiliates, successors, and assigns,

and any affected third parties, including all Persons asserting Claims, notwithstanding any subsequent appointment of any trustee, examiner, or receiver under any chapter of the Bankruptcy Code or any other law, and all such provisions and terms shall likewise be binding on such trustee, examiner, or receiver and shall not be subject to rejection or avoidance by the Debtors, their estates, their creditors or any trustee, examiner, or receiver. Any trustee appointed for the Debtors under any provision of the Bankruptcy Code, whether the Debtors are proceeding under chapter 7 or chapter 11 of the Bankruptcy Code, shall be authorized to (i) operate the business of the Debtors to the fullest extent necessary to permit compliance with the terms of the Transaction Documents and (ii) perform under the Transaction Documents without the need for further order of this Court.

45. **Conflicts; Precedence**. In the event that there is a direct conflict between the terms of this Order and the terms of the Transaction Documents, the terms of this Order shall control.

46. **Automatic Stay**. Buyer shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Transaction Documents or any other sale-related document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the provisions of this Order.

47. **Provisions Non-Severable**. The provisions of this Order are nonseverable and mutually dependent.

48. **Discharge of Indebtedness**. Any discharge of indebtedness that might otherwise be recognized for U.S. income tax purposes as income from discharge of indebtedness by the Debtors as a result of the performance of any obligation or taking of any other action

contemplated by the Purchase Agreement, and any discharge or release of indebtedness as result of the Purchase Agreement, is hereby granted by the Court.

49. **Retention of Jurisdiction**. This Court shall retain jurisdiction to, among other things, (i) interpret, enforce, and implement the terms and provisions of this Order and the Purchase Agreement (including all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith) and (ii) adjudicate disputes related to this Order and the Purchase Agreement (including all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith).

**Dated: August 6th, 2020**
**Wilmington, Delaware**

**CHRISTOPHER S. SONTCHI**
**UNITED STATES BANKRUPTCY JUDGE**

**EXHIBIT A**

(Americas Stock and Asset Purchase Agreement and CPO Redline)

**HIGHLY CONFIDENTIAL**

# STOCK AND ASSET PURCHASE AGREEMENT

dated as of July 27, 2020

by and among

**Exide Technologies, LLC, as Seller,**

**Battery BidCo LLC, as Buyer,**

**and**

**Atlas Capital Resources III LP, as Guarantor**

## TABLE OF CONTENTS


| | | Page |
|---|---|---|
| ARTICLE I | DEFINITIONS | 1 |
| Section 1.01 | Certain Defined Terms | 1 |
| ARTICLE II | PURCHASE AND SALE; CLOSING | 2 |
| Section 2.01 | Purchase and Sale of the Transferred Equity Interests | 2 |
| Section 2.02 | Purchase and Sale of Transferred Assets | 2 |
| Section 2.03 | Assignment of Certain Transferred Assets | 8 |
| Section 2.04 | Closing | 8 |
| Section 2.05 | Cure Costs; Right to Exclude Contracts | 9 |
| Section 2.06 | Withholding | 10 |
| ARTICLE III | PURCHASE PRICE | 11 |
| Section 3.01 | Purchase Price | 11 |
| Section 3.02 | Purchase Price Deposit | 11 |
| Section 3.03 | Certain Closing Deliverables | 11 |
| Section 3.04 | Estimated Closing Statement; Closing Payment | 14 |
| Section 3.05 | Proposed Final Closing Statement and Final Closing Statement | 14 |
| Section 3.06 | Post-Closing Adjustment | 16 |
| Section 3.07 | Purchase Price Allocation | 16 |
| ARTICLE IV | REPRESENTATIONS AND WARRANTIES OF SELLER | 17 |
| Section 4.01 | Formation and Qualification of the Transferred Entities | 17 |
| Section 4.02 | Capital Structure of the Transferred Entities | 17 |
| Section 4.03 | Formation and Authority of the Seller Parties; Enforceability | 17 |
| Section 4.04 | No Conflict | 18 |
| Section 4.05 | Consents and Approvals | 18 |
| Section 4.06 | Financial Information; Absence of Undisclosed Liabilities | 19 |
| Section 4.07 | Absence of Certain Changes or Events | 19 |
| Section 4.08 | Absence of Litigation | 19 |
| Section 4.09 | Compliance with Laws; Permits | 20 |
| Section 4.10 | Intellectual Property | 20 |
| Section 4.11 | Environmental Matters | 21 |
| Section 4.12 | Material Contracts | 22 |
| Section 4.13 | Employment and Employee Benefits Matters | 24 |
| Section 4.14 | Taxes | 26 |
| Section 4.15 | Real Property | 28 |
| Section 4.16 | Brokers | 28 |
| Section 4.17 | Title; Sufficiency of Transferred Assets and Assets | 28 |
| Section 4.18 | Insurance | 29 |
| Section 4.19 | Affiliate Transactions | 29 |
| Section 4.20 | Condition of Transferred Assets and Assets | 29 |
| Section 4.21 | Corruption and Trade Regulation | 29 |
| Section 4.22 | No Other Representations or Warranties | 31 |

| | | |
|---|---|---|
| ARTICLE V | REPRESENTATIONS AND WARRANTIES OF BUYER | 31 |
| Section 5.01 | Formation and Authority of Buyer; Enforceability | 31 |
| Section 5.02 | Qualification of the Buyer | 32 |
| Section 5.03 | No Conflict | 32 |
| Section 5.04 | Consents and Approvals | 32 |
| Section 5.05 | Absence of Restraints; Compliance with Laws | 33 |
| Section 5.06 | Financial Ability | 33 |
| Section 5.07 | Brokers | 33 |
| Section 5.08 | Investigation | 33 |
| Section 5.09 | Securities Matters | 34 |
| ARTICLE VI | ADDITIONAL AGREEMENTS | 34 |
| Section 6.01 | Conduct of Business Before the Closing | 34 |
| Section 6.02 | Access to Information | 36 |
| Section 6.03 | Confidentiality | 37 |
| Section 6.04 | Regulatory Approvals | 38 |
| Section 6.05 | Third Party Consents | 40 |
| Section 6.06 | Exide Canada | 40 |
| Section 6.07 | Intercompany Obligations | 40 |
| Section 6.08 | Cooperation | 40 |
| Section 6.09 | Bulk Transfer Laws | 41 |
| Section 6.10 | Employee Matters | 41 |
| Section 6.11 | Collective Bargaining Agreements | 44 |
| Section 6.12 | No Successor Liability | 45 |
| Section 6.13 | Insurance Matters | 45 |
| Section 6.14 | Guarantees; Other Obligations | 47 |
| Section 6.15 | Europe/ROW Buyer | 48 |
| Section 6.16 | Financial Reporting | 48 |
| Section 6.17 | Disclosure Schedule Supplement | 49 |
| Section 6.18 | BM Assembly Line | 49 |
| ARTICLE VII | POST-CLOSING COVENANTS | 50 |
| Section 7.01 | Access | 50 |
| Section 7.02 | Directors' and Officers' Indemnification and Exculpation | 51 |
| Section 7.03 | Preservation of Books and Records | 51 |
| Section 7.04 | Further Assurances | 52 |
| ARTICLE VIII | BANKRUPTCY PROVISIONS | 52 |
| Section 8.01 | [RESERVED] | 52 |
| Section 8.02 | Competing Transaction | 52 |
| Section 8.03 | Bankruptcy Court Filings | 52 |
| Section 8.04 | Back-Up Bidder | 53 |
| ARTICLE IX | TAX MATTERS | 53 |
| Section 9.01 | Transfer Taxes | 53 |
| Section 9.02 | Tax Adjustments | 54 |

| | | |
|---|---|---|
| Section 9.03 | Tax Cooperation | 54 |
| Section 9.04 | Post-Closing Filing of Transferred Entity Tax Returns | 54 |
| Section 9.05 | Code Section 338 Election | 55 |
| Section 9.06 | Canadian Transfer Tax Elections | 55 |
| Section 9.07 | Survival | 55 |
| ARTICLE X | CONDITIONS TO CLOSING | 55 |
| Section 10.01 | Conditions to Obligations of Seller | 55 |
| Section 10.02 | Conditions to Obligations of Buyer | 56 |
| Section 10.03 | Frustration of Closing Conditions | 57 |
| Section 10.04 | Waiver of Closing Conditions | 58 |
| ARTICLE XI | TERMINATION | 58 |
| Section 11.01 | Termination | 58 |
| Section 11.02 | Notice of Termination | 59 |
| Section 11.03 | Effect of Termination | 59 |
| ARTICLE XII | MISCELLANEOUS | 60 |
| Section 12.01 | Rules of Construction | 60 |
| Section 12.02 | Expenses | 61 |
| Section 12.03 | Notices | 61 |
| Section 12.04 | Survival | 62 |
| Section 12.05 | Limitation on Liability | 63 |
| Section 12.06 | Public Announcements | 63 |
| Section 12.07 | Severability | 63 |
| Section 12.08 | Assignment | 63 |
| Section 12.09 | No Third-Party Beneficiaries | 64 |
| Section 12.10 | Entire Agreement | 64 |
| Section 12.11 | Amendments | 64 |
| Section 12.12 | Waiver | 64 |
| Section 12.13 | Governing Law | 64 |
| Section 12.14 | Dispute Resolution; Consent to Jurisdiction | 65 |
| Section 12.15 | Waiver of Jury Trial | 65 |
| Section 12.16 | Admissibility into Evidence | 66 |
| Section 12.17 | Remedies; Specific Performance | 66 |
| Section 12.18 | Non-Recourse | 66 |
| Section 12.19 | Interest | 67 |
| Section 12.20 | Disclosure Schedules and Exhibits | 67 |
| Section 12.21 | Provision Respecting Legal Representation | 67 |
| Section 12.22 | Counterparts | 68 |
| Section 12.23 | Guaranty | 68 |

EXHIBITS

| | |
|---|---|
| Exhibit A | Definitions |
| Exhibit B | Form of Bill of Sale, Assignment and Assumption Agreement |
| Exhibit C | Form of Transferred Leased Property Assignment and Assumption Agreement |
| Exhibit D | Form IP Assignment Agreement |
| Exhibit E | Transaction Accounting Principles and Reference Working Capital Statement |

SCHEDULES

| | |
|---|---|
| Schedule A | Transferred Entities; Transferred Equity Interests |
| Schedule B | Debtors |
| Schedule C | Certain Transaction Agreements Key Terms |

This STOCK AND ASSET PURCHASE AGREEMENT, dated as of July 27, 2020 (the "**Agreement Date**"), is made by and between Exide Technologies, LLC, a Delaware limited liability company ("**Seller**"), and Battery BidCo LLC, a Delaware limited liability company (together with is permitted assigns pursuant to Section 12.08, "**Buyer**") and, solely for purposes of Section 12.17, 12.18 and 12.23, Atlas Capital Resources III LP, A Delaware limited partnership ("**Guarantor**" and together with Seller and Buyer, the "**Parties**").

PRELIMINARY STATEMENTS

A. Seller and certain of its Affiliates are debtors-in-possession under title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "**Bankruptcy Code**") and, on May 19, 2020 filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"), commencing the jointly administered bankruptcy cases pending as *In re Exide Holdings*, Case No. 20-11157 (collectively, the "**Bankruptcy Cases**").

B. Seller owns or controls, directly or indirectly, the other Seller Parties.

C. Certain Seller Parties own the equity interests (collectively, the "**Transferred Equity Interests**") of the Persons set forth on Schedule A (each a "**Transferred Entity**" and, together, the "**Transferred Entities**") as and to the extent set forth beside such Transferred Entity's name on Schedule A.

D. The Seller Parties and the Transferred Entities are engaged in, or hold assets or liabilities relating to, the Business (and/or, in the case of certain of the Seller Parties hold Transferred Equity Interests).

E. The Seller Parties desire to sell to Buyer, and Buyer desires to purchase from the Seller Parties all of the Transferred Equity Interests and the Transferred Assets, and Buyer desires to assume the Assumed Liabilities, in each case, on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

## ARTICLE I

## DEFINITIONS

Section 1.01 Certain Defined Terms. Capitalized terms used in this Agreement have the meanings specified in Exhibit A.

## ARTICLE II

## PURCHASE AND SALE; CLOSING

Section 2.01 Purchase and Sale of the Transferred Equity Interests. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall and shall cause each other applicable Seller Party to sell, convey, assign, transfer and deliver to Buyer or Buyer's Affiliates, and Buyer shall or shall cause one of its Affiliates to purchase, acquire and accept from each such Seller Party all of such Seller Party's right, title and interest in and to the Transferred Equity Interests.

Section 2.02 Purchase and Sale of Transferred Assets.

(a) Transferred Assets. On the terms and subject to the conditions set forth in this Agreement and subject to the exclusions set forth in Section 2.02(b) and Section 2.03, at the Closing, Seller shall and shall cause each other Seller Party to sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire and accept from each such Seller Party, all of such Seller Party's right, title and interest in, to and under the following assets, rights and properties, in each case, other than the Transferred Equity Interests (collectively, the "**Transferred Assets**"):

(i) all owned real property listed on Schedule 2.02(a)(i) (the "**Transferred Owned Real Property**") held by each Seller Party, together with (to the extent of such Seller Party's interest therein) all improvements, facilities, fixtures and appurtenances thereto and all rights in respect thereof and all servitudes, easements, privileges, rights-of-way, development rights, air rights, other surface use agreements and water use and rights agreements related thereto;

(ii) to the maximum extent permitted by the Bankruptcy Code or applicable Law, the leasehold interests listed on Schedule 2.02(a)(ii) under the real property leases, subleases or licenses (the "**Transferred Leased Real Property**") held by each Seller Party and all rights in respect thereof (including all transferrable options and rights of first offer and/or refusal) and all tenements, hereditaments, appurtenances and other property rights appertaining thereto (the "**Transferred Leases**");

(iii) to the maximum extent permitted by the Bankruptcy Code, all Assumed Contracts (collectively with the Transferred Leases, the "**Transferred Contracts**");

(iv) to the maximum extent permitted by the Bankruptcy Code or applicable Law, all Permits, including Environmental Permits (the "**Transferred Permits**");

(v) all rights of any Seller Party under non-disclosure or confidentiality, non-compete, or non-solicitation agreements with current and former employees and agents of any Seller Party or third party to the extent related to the Transferred Assets (or any portion thereof);

(vi) to the maximum extent permitted by the Bankruptcy Code, all rights of any Seller Party under or pursuant to all warranties, representations and guarantees made by

suppliers, manufacturers and contractors, to any Seller Party to the extent related to the Transferred Assets;

(vii) to the maximum extent permitted by the Bankruptcy Code or applicable Law, all Business Intellectual Property (and the right to sue, bring claims and other Causes of Action for infringement, misappropriation or violation thereof) and Business Technology, including the Business Intellectual Property and Business Technology set forth on Schedule 2.02(a)(vii);

(viii) all assets, rights and properties of or relating to the Assumed Employee Plans;

(ix) the Transferred Books and Records;

(x) all personal property and interests therein, including furniture, furnishings, office equipment, communications equipment, machinery, tools, tooling, vehicles, and other tangible personal property to the extent related to the Business, other than those described under Section 2.02(b)(xviii) or Section 2.02(b)(xx);

(xi) all inventory wherever located, including all semi-finished and finished goods, raw materials, works in progress, packaging, supplies, tooling and parts, whether held at any location or facility of any Seller Party or in transit to any Seller Party, in each case, as of the Effective Time and related to the Business;

(xii) goodwill of the Business;

(xiii) all accounts receivable of the Business, which, for the avoidance of doubt, includes all of the accounts receivable in the accounts that comprise "*Accounts receivable, net*" as referenced in Exhibit E;

(xiv) all customer and supplier lists related to the Business;

(xv) all rights, demands, claims, causes of action, prepayments, refunds, rights of recovery, credits, allowances, rebates, or rights of setoff or subrogation and other claims of any of the Seller Parties against any Person (collectively, "**Causes of Action**") arising from any of the Transferred Assets or related to the Business, including any rights against third parties under Transferred Contracts other than those Causes of Action described in Section 2.02(b)(iv), Section 2.02(b)(v), and Section 2.02(b)(vii);

(xvi) the assets listed on Schedule 2.02(a)(xvi); provided, however, that notwithstanding anything else to the contrary herein, including this Section 2.02(a), the Seller Party shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire and accept from each such Seller Party, all of such Seller Party's right, title and interest in, to and under the assets, rights and properties identified and set forth in Paragraph 2 of Schedule 2.02(a)(xvi) (the "**Reading Assets**") on the date of the expiration or other earlier termination of the Reading SOW (the "**RSOW Expiration Date**"); provided, further, that, for the avoidance of doubt,

the Reading Assets shall not be transferred to sold, conveyed, assigned, transferred or delivered to Buyer at any time on or prior to the RSOW Expiration Date;

(xvii) Cash (after taking into account all Cash of the Transferred Entities, but excluding Cash in the bank accounts set forth on Schedule 2.02(b)(xviii)) up to an amount equal to the Target Cash Amount;

(xviii) to the maximum extent transferrable, all bank accounts related to the Business, other than those set forth on Schedule 2.02(b)(xviii);

(xix) all prepaid expenses and deposits, to the extent related to the Business, other than (A) adequate assurance deposits posted in accordance with section 366 of the Bankruptcy Code and (B) those prepaid expenses and deposits set forth Schedule 2.02(b)(xvi);

(xx) other than any Excluded Assets, all other assets, properties or rights of every kind and description, wherever located, whether real, personal or mixed, tangible or intangible, that are owned by a Seller Party and related to the Business; and

(xxi) to the maximum extent permitted by the Bankruptcy Code or applicable Law and subject to Section 6.13, all occurrence-based Insurance Policies set forth on Schedule 2.02(a)(xxi) (each, a "**Transferred Insurance Policies**") and all rights of any nature with respect to any such Transferred Insurance Policy, including any recoveries thereunder and any rights to assert claims seeking any such recoveries.

(b) Excluded Assets. Notwithstanding anything to the contrary herein, the following assets, rights or properties of or in the possession of the Seller Parties (the "**Excluded Assets**") shall be retained by the Seller Parties and their Affiliates, other than the Transferred Entities:

(i) all Available Contracts (other than Transferred Contracts) and all Contracts not related to the Business ("**Excluded Contracts**");

(ii) Cash in excess of the Target Cash Amount;

(iii) other than the Transferred Owned Real Property and Transferred Leased Real Property, all right, title and interest in owned and leased real property together with all improvements, facilities, fixtures and appurtenances thereto and all rights in respect thereof, and all servitudes, easements, rights-of-way, other surface use agreements and water use agreements related thereto and, with respect to any such leased real property, all rights in respect thereof (including all options and rights of first refusal) and all tenements, hereditaments, appurtenances and other property rights appertaining thereto (collectively, the "**Excluded Real Property**");

(iv) all Causes of Action (i) against any Seller Party or any of their respective current or former directors, managers, officers equityholders or Affiliates (as of the date hereof and as of the Closing), including any Cause of Action that is the subject of or may be brought by the Debtors' subcommittee of the special committee of the Board, other than those

arising out of or relating to any Transaction Agreement, (ii) arising under Chapter 5 of the Bankruptcy Code, whether pursuant to federal Law or state Law equivalents, or (iii) arising with respect to an Excluded Asset and Excluded Liability (each, an "**Excluded Causes of Action**");

(v) all claims, rights or interests of the Seller Parties and their Affiliates (other than the Transferred Entities) in or to any refund, rebate, abatement or other recovery for Taxes (other than in respect of (i) any Transfer Taxes borne by Buyer pursuant to Section 9.01 and (ii) any Taxes allocable to Buyer pursuant to Section 9.02), and any other Tax assets (including any Tax attributes), together with any interest due thereon or penalty rebate arising therefrom, for any Tax period (or portion thereof);

(vi) all Tax Returns and all records (including all working papers) related thereto;

(vii) other than the Transferred Insurance Policies, all other Insurance Policies and all rights of any nature with respect to any such Insurance Policy, including any recoveries thereunder and any rights to assert claims seeking any such recoveries;

(viii) all nontransferable Permits, including nontransferable Environmental Permits;

(ix) all non-transferrable options and rights of first refusal related to the Transferred Leased Real Property;

(x) all Intellectual Property that is owned or purported to be owned by any Seller Party, other than the Business Intellectual Property and Business Technology;

(xi) all rights and interests of the Seller Parties under the Transaction Agreements;

(xii) all assets, rights and properties of or relating to the Employee Plans that are not Assumed Employee Plans or Transferred Entity Employee Plans;

(xiii) (A) all minute books (and other similar corporate records) and stock records, (B) any books and records related to the Excluded Assets, (C) any books and records or other data or materials of or in the possession of the Seller Parties that (x) any of the Seller Parties are required by Law or by Final Order of the Bankruptcy Court to retain, (y) any of the Seller Parties reasonably believes are necessary to enable the Seller Parties to prepare and/or file Tax Returns or (z) any of the Seller Parties are prohibited by Law, Contract or Seller Party's or Transferred Entity's public-facing policies, notices or other disclosures concerning the collection, use, or processing of Personal Data ("**Privacy Policies**") from delivering to Buyer (including confidential and personal medical records and Personal Data) or (D) any copies of any books and records that Seller and its Affiliates retain pursuant to Section 7.03; provided, that the Seller Parties shall permit Buyer to make copies of any books and records excluded pursuant to clause (C) to the extent not prohibited by Law, Contract or any Seller Party's or Transferred Entity's Privacy Policies;

(xiv) (A) all records and reports prepared or received by any Seller Party or any of its Affiliates in connection with the sale of the Business or the Transactions or any other Transaction Agreement, including all analyses relating to Buyer or any other third-party bidder so prepared or received and (B) all bids and expressions of interest received from third parties with respect to the Business;

(xv) any warranties, representations and guarantees pertaining to any Excluded Asset and all rights and defenses pertaining to any Excluded Liability;

(xvi) all adequate assurance deposits posted in accordance with section 366 of the Bankruptcy Code and the prepaid expenses and deposits set forth on Schedule 2.02(b)(xvi);

(xvii) all right, title and interest in and to all shares, capital stock and other equity interests of any Person owned by any Seller Party, including the Transferred Equity Interests (the transfer of which shall be governed by Section 2.01);

(xviii) all personal property and interests therein, including furniture, furnishings, office equipment, communications equipment, vehicles, and other tangible personal property to the extent exclusively related to the business of the Seller Parties (other than the Business) or located or operated exclusively at the Excluded Real Property (other than the items listed on Schedule 2.02(a)(xvi));

(xix) the bank accounts set forth on Schedule 2.02(b)(xix) (including any Cash held therein) and all nontransferable bank accounts;

(xx) any other assets, properties or rights set forth on Schedule 2.02(b)(xx); and

(xxi) any Transferred Asset that is (A) not located on Transferred Owned Real Property or Transferred Leased Real Property and (B) not removed by Buyer or its Affiliates within sixty (60) days following the Closing from the property where such Transferred Asset is located on the Closing Date, shall be deemed an Excluded Asset and thereafter abandoned property.

(c) Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement and subject to the exclusions set forth in Section 2.02(d), Buyer shall or shall cause one of its Affiliates to, effective at and as of the Effective Time, assume and thereafter timely pay, discharge and perform in accordance with their terms, only the following Liabilities of the Seller Parties (the "**Assumed Liabilities**"):

(i) all Liabilities arising under any of the Transferred Contracts, except to the extent that such Liabilities are required to be performed on or prior to the Closing Date;

(ii) all Liabilities in respect of trade accounts payable of a kind set forth on Schedule 2.02(c)(ii);

(iii) all Cure Costs payable by Buyer pursuant to Section 2.05;

(iv) [RESERVED];

(v) all Liabilities (A) assumed by Buyer pursuant to Section 6.10 and (B) with respect to the Assumed Employee Plans;

(vi) all Liabilities relating to Buyer's ownership or operation of the Transferred Assets, to the extent arising from events, facts or circumstances that occur from and after the Effective Time; and

(vii) to the extent that any Affected Union enters into a Modified Labor Agreement with Buyer, all Liabilities arising under such Modified Labor Agreement from and after the Effective Time.

For the avoidance of doubt, any Liability of a Transferred Entity shall continue to be a Liability of such Transferred Entity and will remain with the Transferred Entity that held such Liability as of immediately prior to the Closing.

(d) Excluded Liabilities. Notwithstanding any other provision of this Agreement to the contrary, Buyer and Buyer's Affiliates are not assuming or agreeing to pay or discharge, and their Seller Parties and their Affiliates shall be solely and exclusively liable with respect to, the following Liabilities (the "**Excluded Liabilities**"):

(i) any Debt or any Seller Guarantee, except to the extent provided in Section 6.14;

(ii) any Liability to the extent arising out of any Excluded Asset;

(iii) any Liability of the Seller Parties for Taxes;

(iv) any Liability expressly retained by the Seller Parties pursuant to Section 6.10, including, but not limited to, any Liability relating to (i) the Employee Plans that are not Assumed Employee Plans and (ii) any Liability relating to an individual who does not accept employment or service with Buyer or an Affiliate of Buyer or who is otherwise terminated by a Seller Party or Transferred Entity prior to or on the Closing Date, irrespective of when such Liabilities arise;

(v) any Liability relating to amounts to be paid by the Seller Parties hereunder, including brokers fees;

(vi) any Environmental Liabilities arising out of, or relating to: (A) Excluded Assets; (B) any properties that are not Transferred Assets; (C) to the maximum extent excludable by the Bankruptcy Code or other applicable Law, any Environmental Liabilities arising out of or relating to any Releases of Hazardous Materials at, on, to, or from the Transferred Assets that occurred prior to the Closing Date; (D) any Environmental Liabilities that the Seller Parties have assumed by Contract from a third party prior to the Closing Date that are not Transferred

Contracts; (E) properties that a Seller Party does not own, lease or operate as of the Closing Date; (F) any Environmental Liabilities that arise under a Contract that is not a Transferred Contract; (G) any penalties or fines for violations of Environmental Law that occurred prior to the Closing Date; (H) the Transferred Entities prior to the Closing Date; or (I) Environmental Liabilities that were discharged in any prior bankruptcy proceedings of any Seller Party or Affiliate thereof;

(vii) to the extent not already excluded under Section 2.02(d)(vi) and to the maximum extent excludable by the Bankruptcy Code or other applicable Law, any Environmental Liabilities arising out of or relating to: (A) any Releases of Hazardous Materials that occurred prior to the Closing Date; (B) any violations of Environmental Law that occurred prior to the Closing Date, regardless of whether those violations continue on or past the Closing Date; and/or (C) any storage, transportation, treatment, disposal, discharge, recycling or Release of Hazardous Materials generated or managed by the Seller Parties, the Transferred Entities or the Business at any location (including, but not limited to, off-site disposal locations) prior to the Closing Date;

(viii) any Liability (A) related to any misclassification under the Fair Labor Standards Act or similar state Law or the misclassification of independent contractors prior to the Closing Date, (B) related to workers' compensation claims or coverage related to the period prior to the Closing Date, (C) under any Collective Bargaining Agreement to which any of the Seller Parties or their Affiliates is a party provided the liability arises from the action or inaction of Sellers prior to or on the Closing Date, (D) related to any notice or payment in lieu of notice and any applicable penalties under the WARN Act and similar state or local Law, or any similar provision in a Collective Bargaining Agreement that requires notice on or prior to the Closing Date unless the requirement for notice or payment in lieu of notice and any applicable penalties under the WARN Act and similar state or local Law, or any similar provision in a Collective Bargaining Agreement, arises as a result of Buyer's actions on or after the Closing Date;

(ix) any Liability relating to wages, bonuses, commissions, independent contractor payments, incentives, payroll, workers' compensation, unemployment benefits, severance or similar payments that arises at or prior to the Closing or that is payable or becomes payable or due in whole or in part to any Person prior to or on the Closing, including all employer Taxes related thereto;

(x) any Liability in respect of pre-petition trade accounts payable; and

(xi) any other Liability of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or hereinafter created, other than an Assumed Liability.

Section 2.03 Assignment of Certain Transferred Assets. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Transferred Asset or any claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment or transfer thereof, without the Consent of a third party (including any Government Authority), would constitute a breach or other contravention thereof or a violation of Law or Order, and is not otherwise permitted by the Bankruptcy Code or Order of the Bankruptcy Court (a "**Restricted Transfer**"). If, on the Closing Date, any such

attempted transfer or assignment would be a Restricted Transfer or otherwise would be ineffective, the Seller Parties and Buyer will, subject to Section 6.04 and Section 6.05 and except with respect to any Personal Data in possession or control of any Seller Party or any Transferred Entity, cooperate in a mutually agreeable arrangement under which, for up to three (3) months following Closing, (a) Buyer would, in compliance with Law or an Order of the Bankruptcy Court, obtain the benefits and assume the obligations and bear the economic burdens associated with such Transferred Asset, claim, right or benefit in accordance with this Agreement, including, for example (and without limitation of other similar arrangements being employed instead and in place thereof), by the applicable Seller Party or Parties subcontracting, sublicensing or subleasing such Transferred Asset to Buyer or (b) the Seller Parties would enforce for the benefit (and at the expense) of Buyer any and all of the Seller Parties' rights, claims or benefits against a third party associated with such Transferred Asset, and the Seller Parties would promptly pay to Buyer when received all monies received by them under any such Transferred Asset, claim, right or benefit (net of the Seller Parties' expenses incurred in connection with any assignment or other performance contemplated by this Section 2.03).

Section 2.04 Closing. The closing of the sale and purchase of the Transferred Equity Interests and the Transferred Assets and the assumption of the Assumed Liabilities (the "**Closing**") shall take place at the offices of Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 on the second (2nd) Business Day following the date upon which all Closing Conditions are satisfied or waived in writing (to the extent permitted by applicable Law) in accordance with Article X (other than those Closing Conditions that by their nature can only be satisfied at the Closing, but subject to the satisfaction or waiver of those Closing Conditions at such time), or on such other date or at such other time or place as the Parties may agree in writing. The date on which the Closing occurs is referred to in this Agreement as the "**Closing Date**." For all purposes under this Agreement and each other Transaction Agreement, (a) except as otherwise expressly provided in this Agreement or such other Transaction Agreements, all matters at the Closing will be considered to take place simultaneously and (b) the Closing shall be deemed effective as of the Effective Time.

Section 2.05 Cure Costs; Right to Exclude Contracts.

(a) Available Contracts. As soon as reasonably practicable and no later than the date of this Agreement, Seller shall provide Buyer with a list of all executory Contracts Related to the Business, other than Available Software Contracts, to which one or more Seller Parties is a party (such Contracts, the "**Available Contracts**" and such list, the "**Available Contracts List**"), which list may be updated from time to time prior to Closing by the Seller Parties to add any Available Contracts not previously included thereon. At any time following the Agreement Date until (x) with respect to Available Software Contracts, July 28, 2020 or (y) with respect to all other Available Contracts, the later of (i) the date that is three (3) Business Days prior to date of the hearing at which the Bankruptcy Court considers entry of the Sale Order, and (ii) five (5) Business Days after such Available Contract was added to the Available Contracts List (such date, the "**Determination Date**"), Buyer, in its sole discretion, may deliver one or more written notices to Seller, (each such notice, a "**Designation Notice**"), pursuant to which Buyer shall designate in writing which Available Software Contracts or Available Contracts, as applicable, that Buyer wishes to assume at Closing (collectively, the "**Assumed Contracts**") and provided, that, from

time to time until the applicable Determination Date, Buyer may, by written notice to Seller, determine not to assume any Available Software Contracts or Available Contracts, as applicable, previously designated as an Assumed Contract (and from and after such date such Contract shall be an Excluded Contract). All Available Software Contracts or Available Contracts, as applicable that Buyer does not timely designate in writing for assumption pursuant to a Designation Notice shall not be considered Assumed Contracts or Transferred Assets, and shall be deemed Excluded Contracts and Excluded Assets for all purposes under this Agreement. Buyer shall not be responsible for any Cure Costs related to any Excluded Contracts. Upon Buyer's reasonable request, subject to the limitations set forth in Section 6.02(b), the Seller Parties shall provide additional detailed information as to the post-Closing Liabilities under the Available Software Contracts or Available Contracts, as applicable sufficient for Buyer to make an informed assessment whether to designate such Contract as an Assumed Contract pursuant to this Section 2.05(a).

(b) Buyer Commitment to Pay Cure Costs. At or prior to Closing, Buyer shall promptly pay all Cure Costs in connection with the assumption and assignment of the Assumed Contracts (as set forth in this Agreement, as agreed to by Debtors and the Contract counterparty (subject to Section 2.05(c)) or as determined by the Bankruptcy Court). The Seller Parties shall cooperate with Buyer to facilitate the payment of the Cure Costs to the Contract counterparties on or prior to the Closing Date. The Seller Parties shall use commercially reasonable efforts to take all actions required to assume and assign the Assumed Contracts to Buyer (other than payment of Cure Costs), including taking all actions required to obtain a Final Order containing a finding that the proposed assumption and assignment of the Assumed Contracts to Buyer satisfies all applicable requirements of section 365 of the Bankruptcy Code and any other applicable Law.

(c) Determination of Cure Costs. If any objection is filed by an Available Contract counterparty with respect to any Available Contract, such Contract shall become a "**Disputed Contract**", and the Seller Parties, in consultation with Buyer, shall either settle the objection of such counterparty or shall litigate such objection under such procedures as the Bankruptcy Court shall approve. The Debtors shall not settle a disputed Cure Cost for an amount in excess of $5,000, individually, and $75,000, in the aggregate, of Seller's estimated Cure Cost for such Available Contract with regard to any Available Contract that has been, as of the date of such settlement, designated as an Assumed Contract pursuant to a Designation Notice, without the express written consent of Buyer (acting reasonably). Upon a Final Order determining any Cure Costs regarding any Disputed Contract after the Closing (and prior to the earlier of date that is six (6) months following the Closing Date or confirmation of a Chapter 11 Plan for the Seller Parties), Buyer shall have the option to (x) pay the Cure Cost with respect to such Disputed Contract and assume the Disputed Contract as a Transferred Contract or (y) designate the Disputed Contract as an Excluded Contract and shall not be responsible for the Cure Cost.

(d) Post-Closing Assumption and Assignment of Contracts. From and after the Closing Date until the earlier of (x) sixty (60) days following Closing or (y) ten (10) days prior to the hearing to confirm or confirmation of, a Chapter 11 Plan for Seller Parties, the Seller Parties and Buyer may (but shall have no obligation to) mutually agree to seek authorization from the

Bankruptcy Court pursuant to section 365 of the Bankruptcy Code to assume and assign a Contract that was not identified as an Assumed Contract as of Closing.

Section 2.06 Withholding.

(a) All payments under this Agreement are to be made free and clear and without deduction or withholding for any Taxes, except as required by applicable Tax Law.

(b) If any applicable Tax Law requires the deduction or withholding of any Tax from any such payment, then Buyer shall be entitled to make such deduction or withholding and shall provide notice to the Seller Parties at least ten (10) Business Days prior to the Closing Date, and shall work in good faith with the Seller Parties to minimize any such withheld amounts.

(c) Subject to Section 2.06(d), any amounts so deducted or withheld by Buyer shall be timely paid to the relevant Taxing Authority in accordance with the applicable Tax Law and Buyer shall use commercially reasonable efforts to provide written receipts evidencing payment in accordance with applicable Tax Law and any other documentation provided by the Taxing Authority in connection with such payment.

(d) On Closing, Buyer shall be entitled to withhold such portion of the Purchase Price as is required to be withheld pursuant to section 116 of the Income Tax Act (Canada) and sections 1101 and 1102.2 of the *Quebec Taxation Act* and shall transfer any amounts so withheld to the Canadian Tax Escrow Agent to be held in accordance with the terms of the Canadian Tax Escrow Agreement.

(e) To the extent that any amounts are deducted or withheld and timely paid pursuant to this Section 2.06, such amounts will be treated for all purposes of this Agreement as having been paid to the Person to whom such amounts would otherwise have been paid. Notwithstanding the foregoing, Taxes for purposes of this Section 2.06 shall not include Transfer Taxes.

## ARTICLE III

## PURCHASE PRICE

Section 3.01 Purchase Price. The aggregate consideration to be paid by Buyer for the sale of all of the Transferred Equity Interests, the Transferred Assets and the obligations of Seller, the Seller Parties set forth in this Agreement shall be (a) an amount in cash equal to the sum of (i) $178,600,000 (the "**Base Purchase Price**"), plus (ii) the Final Working Capital Increase (if any), minus (iii) the Final Working Capital Decrease (if any), minus (iv) the Final Transferred Entity Debt (if any), plus (v) the Final Cash Amount Increase (if any), minus (vi) the Final Cash Amount Decrease (the resulting number being the "**Purchase Price**"), and (b) the assumption of the Assumed Liabilities.

Section 3.02 Purchase Price Deposit. Upon the execution of this Agreement, pursuant to the terms of this Agreement and the Escrow Agreement, as applicable, Buyer shall immediately deposit with Citibank N.A., in its capacity as escrow agent (the "**Escrow Agent**"), the sum of

$17,860,000 representing ten percent (10%) of the Base Purchase Price, by wire transfer of immediately available funds (the "**Escrowed Funds**"), to be released by the Escrow Agent and delivered to either Buyer or Seller in accordance with this Agreement and the provisions of the Escrow Agreement. The Escrowed Funds (together with any and all accrued investment income thereon) shall be distributed upon the earlier of the Closing or the termination of this Agreement in accordance with Section 3.03(a)(ii) and 3.03(b)(ii) or Section 11.03, as applicable.

Section 3.03 Certain Closing Deliverables. At the Closing:

(a) Seller shall deliver or cause to be delivered to Buyer the following:

(i) to the extent the Transferred Equity Interests are certificated, certificates (or if such certificate cannot be located by the applicable Seller Party, an indemnity in favor of the Transferred Entity in agreed form) evidencing the Transferred Equity Interests, duly endorsed in blank or accompanied by stock powers duly executed in blank;

(ii) a counterpart of the Joint Written Instructions, duly executed by Seller, directing the Escrow Agent to deliver to Seller the Escrowed Funds;

(iii) a counterpart of the Bill of Sale, Assignment and Assumption Agreement for Transferred Assets (other than the Transferred Leases and Reading Assets), in the form attached hereto as Exhibit B (the "**Bill of Sale, Assignment and Assumption Agreement**"), duly executed by the applicable Seller Parties;

(iv) a counterpart of the Assignment and Assumption Agreement for Transferred Leases, in the form attached hereto as Exhibit C (the "**Transferred Leased Property Assignment and Assumption Agreement**"), duly executed by the applicable Seller Parties together with duly executed Transfer Tax or sales disclosure forms, where applicable unless under applicable Law such Transfer Tax stamps or duly stamped transfer forms are only available post-Closing (in which case such Transfer Tax stamps or duly stamped transfer forms shall be delivered to Seller promptly and in any event no later than five (5) Business Days after receipt thereof by Buyer);

(v) counterparts of the IP Assignment Agreement, in the form attached hereto as Exhibit D (the "**IP Assignment Agreement**"), duly executed by the applicable Seller Parties or their Affiliates (other than the Transferred Entities), on the one hand, and the applicable Transferred Entities, on the other hand;

(vi) a counterpart of each of the Debtors TSA, duly executed by the applicable Seller Parties and their Affiliates;

(vii) counterparts of the Trademark Co-Existence Agreement, duly executed by the applicable Seller Parties or their Affiliates (other than the Transferred Entities), on the one hand, and the applicable Transferred Entities, on the other hand;

(viii) counterparts of the TSA, duly executed by the applicable Seller Parties or their Affiliates (other than the Transferred Entities), on the one hand, and the applicable Transferred Entities, on the other hand;

(ix) counterparts of the IP Cross License Agreement, duly executed by the applicable Seller Parties or their Affiliates (other than the Transferred Entities), on the one hand, and the applicable Transferred Entities, on the other hand;

(x) counterparts of the Supply Agreement, duly executed by the applicable Seller Parties or their Affiliates (other than the Transferred Entities), on the one hand, and the applicable Transferred Entities, on the other hand;

(xi) the officer's certificate required to be delivered pursuant to Section 10.02(a)(iv), a copy of which shall also be delivered to the Title Company;

(xii) duly executed deeds (the "**Deeds**") or comparable instruments of transfer, in customary form, conveying to Buyer, good and valid fee simple title to the Transferred Owned Real Property free and clear of all Liens, except for Permitted Liens, together with duly executed Transfer Tax or sales disclosure forms, where applicable unless under applicable Law such Transfer Tax stamps or duly stamped transfer forms are only available post-Closing (in which case such Transfer Tax stamps or duly stamped transfer forms shall be delivered to Seller promptly and in any event no later than five (5) Business Days after receipt thereof by Buyer);

(xiii) a customary owner's title affidavit, in form and substance reasonably acceptable to Seller and the Title Company;

(xiv) a statement from each Seller Party in accordance with the requirements of Treasury Regulations Section 1.1445-2(b)(2) demonstrating that no withholding is required under Section 1445 of the Code with respect to the Transactions contemplated in this Agreement;

(xv) a counterpart of each local transfer agreement or other instrument of transfer, in customary form and substance to effect the transfer of the Transferred Equity Interests or Transferred Assets in the jurisdictions set forth on Schedule 3.03(a)(xv) (the "**Local Agreements**"), duly executed by the applicable Seller Parties;

(xvi) a counterpart of individual employment agreements, in form and substance reasonably acceptable to Buyer, duly executed by each of Mike Judd and Tim Vargo; and

(xvii) all other instruments of conveyance and transfer, in form and substance reasonably acceptable to Buyer, as may be necessary to convey the Transferred Equity Interests and Transferred Assets to Buyer.

(b) Buyer shall deliver or cause to be delivered to Seller the following:

(i) the Closing Payment as specified in the Estimated Closing Statement (less the amount of the Escrowed Funds), by wire transfer of immediately available funds to an account or accounts as directed by Seller (on behalf of itself, the Seller Parties) in the Estimated Closing Statement;

(ii) a counterpart of the Joint Written Instructions, duly executed by Buyer, directing the Escrow Agent to deliver to Seller the Escrowed Funds;

(iii) all required Transfer Tax stamps and transfer forms (if any), unless under applicable Law such Transfer Tax stamps or duly stamped transfer forms are only available post-Closing (in which case such Transfer Tax stamps or duly stamped transfer forms shall be delivered to Seller promptly and in any event no later than five (5) Business Days after receipt thereof by Buyer);

(iv) a receipt for the Transferred Equity Interests, duly executed by Buyer and other instruments of transfer duly executed by Buyer, as required by applicable Law or otherwise required to validly transfer title in and to the Transferred Equity Interests to Buyer;

(v) a counterpart of the Bill of Sale, Assignment and Assumption Agreement, duly executed by Buyer;

(vi) a counterpart of the Transferred Leased Property Assignment and Assumption Agreement, duly executed by Buyer;

(vii) a counterpart of each Local Agreement, duly executed by Buyer;

(viii) a counterpart of each of the Debtors TSA, duly executed by Buyer and its applicable Affiliates;

(ix) the officer's certificate required to be delivered to Seller pursuant to Section 10.01(a)(iii); and

(x) such other documents, instruments and certificates as Seller (on behalf of itself and the Seller Parties) may reasonably request.

Section 3.04 Estimated Closing Statement; Closing Payment. No fewer than two (2) Business Days before the Closing Date, Seller shall prepare and deliver to Buyer a written statement, together with reasonably detailed supporting documentation (the "**Estimated Closing Statement**"), setting forth each of: (i) the amount of Estimated Working Capital; (ii) the amount of any Estimated Working Capital Increase or Estimated Working Capital Decrease; (iii) the amount of the Estimated Transferred Entity Debt; (iv) the Estimated Cash Amount; (v) the amount of the Estimated Cash Amount Increase or Estimated Cash Amount Decrease, as applicable; (vi) the aggregate amount to be paid by Buyer to Seller (for the benefit of itself and the other Seller Parties) at the Closing (the "**Closing Payment**"), which amount shall be equal to the sum of: (A) the Base Purchase Price, plus (B) the Estimated Working Capital Increase, if applicable, minus (C) the Estimated Working Capital Decrease, if applicable, minus (D) the Estimated Transferred Entity Debt, plus (E) the Estimated Cash Amount Increase, if applicable; minus (F) the Estimated

Cash Amount Decrease, if applicable; and (vii) the wire transfer information for the account or accounts to which Buyer shall pay the Closing Payment. The Closing Payment and any other payments to be made to Seller under this Agreement shall be paid to Seller for its account and as agent for the account of the other Seller Parties, unless otherwise specified by Seller in the Estimated Closing Statement.

Section 3.05 Proposed Final Closing Statement and Final Closing Statement.

(a) Within thirty (30) days after the Closing Date, Buyer shall provide to Seller a written statement (the "**Proposed Final Closing Statement**") setting forth (i) the Proposed Final Working Capital, (ii) the Proposed Final Transferred Entity Debt, (iii) the Proposed Final Cash Amount, and (iv) a description in reasonable detail, of any proposed changes to the Estimated Closing Statement, attaching supporting schedules, working papers and all other relevant documents and details to enable a review thereof by Seller.

(b) Seller shall have sixty (60) days (the "**Review Period**") from the date upon which Buyer delivered its Proposed Final Closing Statement to review the same. During the Review Period, Seller and its Representatives shall be permitted to review Buyer's work papers, all books and records of Buyer and its Affiliates (including, after the Closing, the Transferred Entities) related to the Business prior to the Closing used or useful in the review of the Proposed Final Closing Statement, and the work papers of Buyer's accountants and Buyer's accountants' review of the Proposed Final Closing Statement, and Buyer shall promptly, and in any event within such time frame as reasonably required by Seller, make available the individuals in Buyer's and its Affiliates' employ as well as Representatives of its independent accountants responsible for and knowledgeable about the information used in, and the preparation of the Proposed Final Closing Statement, to respond to the reasonable inquiries of, or requests for information by, Seller or its Representatives. Buyer agrees that, following the Closing through the date that the Final Closing Statement becomes conclusive and binding upon the Parties in accordance with this Article III, it will not (and will cause its Affiliates not to) take any actions, except as required by Law, with respect to any books, records, policies or procedures on which the Proposed Final Closing Statement is based or on which the Final Closing Statement is to be based that are inconsistent with or that would impede or delay the determination of the amount of the Final Working Capital, the Final Transferred Entity Debt, the Final Cash Amount, or the preparation of the Dispute Notice (defined below) or the Final Closing Statement, in each case, in the manner and utilizing the methods required by this Agreement.

(c) If Seller disputes any item set forth in the Proposed Final Closing Statement, Seller shall, during the Review Period, deliver written notice to Buyer of the same, specifying in reasonable detail the basis for such dispute and Seller's proposed modifications to the Proposed Final Closing Statement (such notice, the "**Dispute Notice**"). Upon the expiration of the Review Period, any matters that are not subject to a timely delivered Dispute Notice shall be deemed to have been agreed to and shall be conclusive and binding upon the Parties and shall be reflected in the Final Closing Statement. If Seller does not timely deliver a Dispute Notice, the Proposed Final Closing Statement shall be deemed the Final Closing Statement. During the thirty (30)-day period immediately following the date on which Seller delivers a Dispute Notice (the "**Resolution Period**"), Buyer and Seller shall negotiate in good faith to reach an agreement as to any matters

identified in such Dispute Notice as being in dispute, and, to the extent such matters are so resolved within the Resolution Period, then the Proposed Final Closing Statement as revised to incorporate such changes as have been agreed between Buyer and Seller shall be conclusive and binding upon all Parties as the Final Closing Statement.

(d) If Buyer and Seller fail to resolve any or all such disputed items within the Resolution Period then (subject to the last sentence of Section 3.05(e)), such remaining disputed items shall be finally and conclusively determined by the Bankruptcy Court in accordance with Section 3.05(e).

(e) The Parties agrees that, to the extent not prohibited by the Bankruptcy Code or other applicable Law, the Bankruptcy Court shall render its determination of the Post-Closing Adjustment (and any component thereof in dispute) based solely on (i) written presentations of Buyer, on the one hand, and Seller, on the other hand, submitted to the Bankruptcy Court and not by independent review, (ii) only those matters in dispute and (iii) the provisions of this Section 3.05(e) and Section 3.05(f) and without assigning a value to any item greater than the greatest value for such item claimed by Buyer or Seller.

(f) The Closing Payment, the Purchase Price, the Estimated Closing Statement, the Proposed Final Closing Statement and the Final Closing Statement and the determinations and calculations contained therein (including the calculation of Net Working Capital, Transferred Entity Debt, the Cash Amount) shall be prepared in a manner consistent with the Transaction Accounting Principles and Reference Working Capital Statement set forth on Exhibit E.

Section 3.06 Post-Closing Adjustment.

(a) If the Post-Closing Adjustment, as finally determined pursuant to Section 3.05, is a positive number, Buyer shall pay an amount equal to the Post-Closing Adjustment to Seller. If the Post-Closing Adjustment, as finally determined pursuant to Section 3.05, is a negative number, Seller shall repay an amount equal to the absolute value of the Post-Closing Adjustment to Buyer.

(b) Any payment due under this Section 3.06 shall be paid by wire transfer of immediately available funds to an account or accounts, in each case, designated by Seller, on behalf of itself and the other Seller Parties, or Buyer (as applicable) in the Estimated Closing Statement or the Proposed Final Closing Statement or otherwise in writing, within five (5) Business Days after the date on which the Final Closing Statement becomes conclusive and binding on the Parties in accordance with the provisions of Section 3.05, and, if not paid within such period, shall bear interest at the Interest Rate. All computations of interest shall be made in accordance with Section 12.19.

(c) Any amount paid pursuant to this Section 3.06 shall be treated as an adjustment to the Purchase Price for income Tax purposes.

Section 3.07 Purchase Price Allocation. Buyer and Seller agree to allocate the Purchase Price (as finally determined hereunder), the Assumed Liabilities, and all other relevant items among the Transferred Assets and the Transferred Equity Interests in accordance with the

allocation under this Section 3.07, except as required by applicable Law. No later than thirty (30) Business Days after the Final Closing Statement becomes conclusive, Seller shall deliver to Buyer an allocation of the Purchase Price and the Assumed Liabilities (and all other relevant items) as of the Closing Date among the Transferred Assets and the Transferred Equity Interests prepared in accordance with the methodologies mutually agreeable to the Parties (the "**Purchase Price Allocation**"). The Purchase Price Allocation shall be conclusive and binding on the Parties, provided, that if Buyer disagrees with Seller's Purchase Price Allocation, Buyer may, within thirty (30) days after delivery of such Purchase Price Allocation, deliver a notice (the "**Buyer's Allocation Notice**") to Seller to such effect, specifying those items as to which Buyer disagrees and setting forth Buyer's proposed allocation. If the Buyer's Allocation Notice is duly delivered, Buyer and Seller shall, during the thirty (30) days following such delivery, work in good faith to reach agreement on the disputed items or amounts. If Buyer and Seller are unable to reach such agreement, they shall promptly thereafter cause an internationally-recognized independent accounting firm mutually agreeable to Buyer and Seller ("**Independent Accounting Firm**") to resolve any remaining disputes, which decision shall be rendered within forty (40) days after such firm is retained and shall be final and binding on the Parties. One-half of the fees and expenses of the Independent Accounting Firm shall be paid by Buyer, and one-half of such fees and expenses shall be paid by Seller. The Parties shall make appropriate adjustments to the Purchase Price Allocation to reflect changes in the final Purchase Price. The Parties agree for all Tax reporting purposes to report the transactions in accordance with the Purchase Price Allocation, as adjusted pursuant to the preceding sentence, and to not take any position during the course of any audit or other proceeding inconsistent with such schedule unless required by a determination of the applicable Government Authority that is final. Notwithstanding any other provision of this Agreement, the terms and provisions of this Section 3.07 shall survive the Closing without limitation.

## ARTICLE IV

## REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer, except as set forth in the Disclosure Schedules:

Section 4.01 Formation and Qualification of the Transferred Entities. Each Transferred Entity is a corporation or other organization duly incorporated, formed or organized, validly existing and, to the extent legally applicable, in good standing under the Laws of its jurisdiction of incorporation, formation or organization and has the requisite corporate or other appropriate power and authority to own and lease its assets, rights and properties to operate its business as now conducted. Each Transferred Entity is duly qualified as a foreign corporation or other organization to do business, and, to the extent legally applicable, is in good standing, in each jurisdiction in which the character of its owned, operated or leased properties or the nature of its activities makes such qualification necessary, except where the failure to be so qualified or in good standing would not reasonably be expected to have a Material Adverse Effect.

Section 4.02 Capital Structure of the Transferred Entities. The authorized capital stock or other equity interests (if applicable) and the number of issued and outstanding shares or other

equity interests of each Transferred Entity, and the owner thereof, is set forth on Schedule 4.02. The Seller Parties own all of the Transferred Equity Interests, free and clear of all Liens, except any Lien arising out of, under or in connection with the Securities Act or any other applicable securities Laws. All of the Transferred Equity Interests have been duly authorized and validly issued, are, as applicable, fully paid and nonassessable and were not issued in violation of any preemptive rights, purchase or call rights, rights of first refusal, or subscription rights. There are no options, warrants, redemption or repurchase rights or rights of conversion or other similar rights, agreements, arrangements or commitments obligating any Transferred Entity to issue or sell any shares of its capital stock or other equity interests or securities convertible into or exchangeable for its shares or other equity interests, other than as provided in this Agreement. There are no voting trusts, stockholder or shareholder agreements, proxies or other agreements in effect with respect to the voting or transfer of the Transferred Equity Interests of any Transferred Entity.

Section 4.03 Formation and Authority of the Seller Parties; Enforceability. Each Seller Party is a corporation or other entity duly incorporated, formed or organized, validly existing and, to the extent legally applicable, in good standing under the Laws of its jurisdiction of incorporation, formation or organization. Except for such authorizations required by the Bankruptcy Court, Seller has (and each other Seller Party will have prior to the Closing) the requisite corporate or other appropriate power and authority to execute, deliver and perform its obligations under the Seller Transaction Agreements (including the consummation of the Seller Transactions) to which it is a party. Except for such authorizations required by the Bankruptcy Court, each Seller Party has the requisite corporate or other power to operate its business with respect to the Transferred Assets or the Transferred Equity Interests, as applicable, that it owns as now conducted. Each Seller Party is duly qualified as a foreign corporation or other organization to do business, and to the extent legally applicable, is in good standing, with respect to the Business, in each jurisdiction in which the character of its owned, operated or leased properties or the nature of its activities makes such qualification necessary, except for jurisdictions where the failure to be so qualified or in good standing has not had a Material Adverse Effect. The execution, delivery and performance by each Seller Party of the Seller Transaction Agreements (including the consummation of the Seller Transactions) to which it is a party have been (or, in the case of a Seller Party other than Seller, will be prior to the Closing) duly authorized by all requisite corporate action on the part of such Seller Party. This Agreement has been duly executed and delivered by Seller, and upon execution and delivery thereof, the other Seller Transaction Agreements will be duly executed and delivered by the Seller Parties, to the extent party thereto, and (assuming due authorization, execution and delivery thereof by the other parties hereto and thereto) this Agreement constitutes, and upon execution and delivery thereof, the other Seller Transaction Agreements will constitute, legal, valid and binding obligations of the Seller Parties, to the extent party thereto, enforceable against the Seller Parties, to the extent party thereto, in accordance with their respective terms, subject to the Bankruptcy and Equity Exception.

Section 4.04 No Conflict. Provided that all Consents, waivers or other actions listed on Schedule 4.04 or described in Section 4.05 have been obtained or satisfied, the execution, delivery and performance by the Seller Parties of the Seller Transaction Agreements do not and will not and the consummation of the Seller Transactions will not:

(a) violate or conflict with in any material respect the certificate or articles of incorporation or bylaws or similar organizational documents of any of the Seller Parties or the Transferred Entities;

(b) violate in any material respect any Law or Order, applicable to the Seller Parties, the Transferred Entities or the Business or by which the Transferred Assets or Assumed Liabilities are bound or subject;

(c) violate, conflict with, result in a breach of or constitute a violation or default (or any event that, with notice or lapse of time or both would constitute a default) under or give rise to any right to terminate, cancel or accelerate, or result in a loss of a material benefit under, any Material Contract, other than those violations, conflicts, or breaches that would not reasonably be expected to be material to the Business taken as a whole.

Section 4.05 Consents and Approvals. The execution, delivery and performance by the Seller Parties of the Seller Transaction Agreements do not and will not require any material Consent, waiver, or other action by, or any material filing with or notification to, any Government Authority by any Seller Party or any Transferred Entity, except (a) in connection with applicable filing, notification, waiting period or approval requirements, to the extent required, under the HSR Act and all applicable Antitrust Laws, (b) entry by the Bankruptcy Court of the Sale Order, (c) where the failure to obtain such Consent or waiver, or to take such action or make such filing or notification would not reasonably be expected to be material to the Business taken as a whole.

Section 4.06 Financial Information; Absence of Undisclosed Liabilities.

(a) Schedule 4.06(a) sets forth (i) the audited consolidated balance sheet (including any notes thereto) and related statements of income and cash flows of Seller and its Affiliates for the fiscal year ended March 31, 2019 (the "**2019 Audited Financial Statements**") and (ii) the unaudited consolidated balance sheet and related statements of income and cash flows of Seller and its Affiliates for the nine (9) month period ended December 31, 2019 (the "**2019 Interim Financial Statements**" and, together with the 2019 Audited Financial Statements and any other annual or quarterly financial statements delivered subsequently to Buyer in accordance with Section 6.16 the "**Financial Statements**"). The Financial Statements (A) have been (or will be) prepared based on the books and records of the Seller Parties and the Transferred Entities, (B) have been (or will be) prepared in all material respects in accordance with GAAP, and (C) present fairly (or will present fairly), in all material respects, the financial condition and results of operation of the Business (on a consolidated basis with the business of its Affiliates) as of the respective dates and for the respective periods presented, subject, in the case the 2019 Interim Financial Statements and any other annual or quarterly financial statements delivered under Section 6.16, to normal year-end adjustments and the absence of complete notes (as applicable) none of which are material in nature.

(b) Other than (i) Liabilities set forth in the Financial Statements, (ii) Liabilities for Taxes, (iii) Liabilities incurred in the Ordinary Course of Business since December 31, 2019 (none of which related to a violation of Law or any tort or infringement Cause of Action), (iv) Liabilities arising under this Agreement, (v) Excluded Liabilities and (vi) Liabilities that would not reasonably be expected to be material to the Business taken as a whole, there are no Liabilities

of the Business or the Transferred Entities that are required to be reflected on, reserved against or otherwise described in a balance sheet prepared in accordance with GAAP.

Section 4.07 Absence of Certain Changes or Events. Except as contemplated by the Transaction Agreements, or in connection with the negotiation and execution of the Transaction Agreements, the filing of the Bankruptcy Cases or the consummation of the Transactions, since December 31, 2019, (a) through the Agreement Date, the Seller Parties and the Transferred Entities have conducted the Business in all material respects in the Ordinary Course of Business, (b) there has not been a Material Adverse Effect, and (c) there has been no change in any method of accounting or accounting practice of the Seller Parties or Transferred Entities, except as required by GAAP or applicable Law.

Section 4.08 Absence of Litigation. No Actions are pending or, to the Knowledge of Seller, threatened in writing against the Seller Parties (with respect to the Business) or the Transferred Entities that would reasonably be expected to be material to the Business taken as a whole or would prevent or materially impair or delay the ability of any Seller Party to consummate the Seller Transactions.

Section 4.09 Compliance with Laws; Permits.

(a) Each of the Seller Parties and the Transferred Entities are in compliance with all Laws or Orders applicable to the conduct of the Business, except where the failure to be in compliance would not reasonably be expected to be material to the Business taken as a whole. Neither the Seller Parties nor any of the Transferred Entities has received any written notice of or been charged with any violation of any Law applicable to the conduct of the Business, except where such violation would not be reasonably expected to be material to the Business taken as a whole.

(b) Schedule 4.09(b) sets forth each of the material Permits held by any of the Seller Parties and the Transferred Entities. The Permits listed on Schedule 4.09(b) constitute all of the material Permits necessary for the operation of the Business as currently conducted and each such Permit is valid, binding and in full force and effect, in each case, except as would not reasonably be expected to be material to the Business taken as a whole. None of the Seller Parties or Transferred Entities has received written notice from threatening to suspend, revoke, withdraw or modify any Permit listed on Schedule 4.09(b).

Section 4.10 Intellectual Property.

(a) Schedule 4.10(a) sets forth a list of all material Business Registrable IP, other than: (i) any new registrations or applications that would constitute Business Registrable IP after the Agreement Date, or (ii) any registrations or applications that may have expired or been cancelled or abandoned in the Ordinary Course of Business after the Agreement Date. To the Knowledge of the Seller, the Seller Parties or Transferred Entities own all right, title and interest in or have a valid and enforceable written license or right to use, all Business Intellectual Property. To the Knowledge of Seller, the Business Intellectual Property and the Business Technology, as used in the operation of the Business, and the operation of the Business by the Seller Parties and the Transferred Entities does not infringe upon or misappropriate the Intellectual Property of any

third party in a manner that would reasonably be expected to be material to the Business taken as a whole.

(b) None of the Seller Parties or the Transferred Entities has received any written claim or notice from any Person during the past three (3) years alleging that the operation of the Business by the Seller Parties or the Transferred Entities infringes upon or misappropriates any Intellectual Property of any third party which, if proven or established, would reasonably be expected to be material to the Business taken as a whole. There are no Actions pending or, to the Knowledge of Seller, threatened in writing against the Seller Parties or the Transferred Entities alleging that the operation of the Business infringes upon or misappropriates any Intellectual Property of any third party which, if proven or established, would reasonably be expected to be material to the Business taken as a whole.

(c) To the Knowledge of Seller, no Person is infringing upon or misappropriating any material Business Intellectual Property, except for any such infringements or misappropriations that would not reasonably be expected to be material to the Business taken as a whole.

(d) To the Knowledge of Seller, in the past three (3) years, there have been no security breaches, Data losses or failures of the Systems in each case, except as would not reasonably be expected to be material to the Business taken as a whole.

(e) The Seller Parties and the Transferred Entities take commercially reasonable steps to maintain the confidentiality of all Trade Secrets included in the Business Intellectual Property and Business Technology that are material to the Business taken as a whole. To the Knowledge of Seller, during the past three (3) years, there has been no unauthorized use by any Person of any such material Trade Secrets, except as would not reasonably be expected to be material to the Business taken as a whole.

(f) Each of the Seller Parties (with respect to the Transferred Assets) and the Transferred Entities has, during the past three (3) years, complied in all material respects with (i) all applicable Laws relating to the privacy and security of Personal Data, (ii) their respective Privacy Policies, and (ii) provisions of contracts related to the process of Personal Data. Seller is not aware of any written notices or complaints from any Person regarding a security breach.

(g) Notwithstanding anything in this Agreement to the contrary, the representations and warranties made by Seller in this Section 4.10 are the sole and exclusive representations and warranties made pertaining or relating to Intellectual Property, Personal Data and the subject matters set forth in this Section 4.10.

Section 4.11 Environmental Matters.

(a) Each of the Seller Parties, with respect to the Business, and the Transferred Entities are in compliance with all applicable Environmental Laws, except where the failure to comply would not reasonably be expected to be material to the Business taken as a whole.

(b) Except as would not reasonably be expected to be material to the Business taken as a whole: (i) each of the Seller Parties, with respect to the Business, and the Transferred Entities are in compliance with all Environmental Permits required to operate the Transferred Assets, the Transferred Entities, and/or the Business, (ii) each such Environmental Permit is valid and in full force and effect, and there are no pending or, to the Knowledge of Seller, threatened proceedings relating to the appeal, revocation, withdrawal, non-renewal, suspension, cancellation or termination of such Environmental Permits, which would reasonably be expected to materially and adversely impact the operations of the Transferred Assets, the Transferred Entities, or the Business, and (iii) any applications for renewal of such Environmental Permits due under Environmental Laws or the terms of such Environmental Permit as of the date of this Agreement have been duly filed with the applicable Government Authority within the time frame required under applicable Environmental Laws.

(c) There are no Actions pending against any of the Seller Parties, with respect to the Business, or Transferred Entities alleging that any of the Seller Parties or Transferred Entities are violating, or responsible for a Liability under, any Environmental Law, nor have the Seller Parties or Transferred Entities otherwise received any written notice from any Government Authority or other Person alleging any violation of, or Liability under, any Environmental Law, which, in each case, remains pending or unresolved.

(d) Other than Releases of Hazardous Materials that will need to be addressed under the Resource Conservation and Recovery Act ("**RCRA**") Permits for the Muncie, IN, and Canon Hollow, MO, smelters, there have been no Releases of Hazardous Materials by the Seller Parties, with respect to the Business, or Transferred Entities at or from the Transferred Owned Real Property or Transferred Leased Real Property in concentrations greater than those allowed under Environmental Laws or Environmental Permits, which would reasonably be expected to require investigation, remediation or monitoring by the Seller Parties or Transferred Entities that would reasonably be expected to result in any material Liability.

(e) No notice to, or approval by, any Government Authority is required under any Environmental Laws in order to lawfully consummate, or otherwise by virtue of, the Transactions, including, but not limited to, any notices or approvals that are required in order to transfer to Buyer any Environmental Permits required to operate the Transferred Assets or the Business, except for such approvals that would not reasonably be expected to be material to the Business taken as a whole.

(f) To the Knowledge of Seller, the Seller Parties have provided or otherwise made available to Buyer: (i) copies, or a list of, all Environmental Permits currently held by the Seller Parties and the Transferred Entities; (ii) copies of all material, non-privileged documents bearing on the Seller Parties', with respect to the Business, and/or Transferred Entities' unresolved material Environmental Liabilities or violations of Environmental Law, to the extent in their possession or reasonable control.

(g) Notwithstanding anything in this Agreement to the contrary, the representations and warranties made by Seller in this Section 4.11 are the sole and exclusive representations and warranties pertaining or relating to any environmental matters, including those related to Environmental Laws, Environmental Permits or Hazardous Materials.

Section 4.12 Material Contracts.

(a) Schedule 4.12(a) lists the following (i) Available Contracts and (ii) Contracts to which any Transferred Entity is a party, in each case that are in effect on the Agreement Date (other than purchase orders) (collectively, the "**Material Contracts**"):

(i) Contracts, other than Employee Plans, with any current or former officer, employee or director of any Seller Party or Transferred Entity;

(ii) Collective Bargaining Agreements or other Contracts with Unions currently representing any Transferred Employees;

(iii) Contracts to sell (including contracts to assign or sublease any material Leased Real Property) or otherwise dispose (other than a non-exclusive license or sublicense) of any material Transferred Asset or Asset, other than in the Ordinary Course of Business, which Contracts have obligations that have not been satisfied or performed;

(iv) Contracts relating to the acquisition by any Seller Party or Transferred Entity of any operating business or the capital stock of any other Person;

(v) Contracts relating to the incurrence of Debt or the making of any loans;

(vi) Contracts (or series of Contracts with the same counterparty), to the extent related to the Business, (A) to purchase goods or products from a supplier that will result in purchases or expenditures by the Seller Parties and the Transferred Entities in an aggregate amount that exceeds $2,500,000 annually or (B) to sell goods or products to a customer that will result in sales by the Seller Parties and the Transferred Entities in an aggregate amount that exceeds $2,500,000 annually, and, in the case of (A) and (B), extends or requires performance by any party thereto for more than one (1) year from the Agreement Date and are not terminable by the applicable Seller Parties or any Transferred Entities party thereto without penalty on less than ninety (90) days' notice;

(vii) Contracts to enter into any commitment for capital expenditures, other than those contemplated by the CapEx Budget, in excess of $500,000 in the aggregate;

(viii) Contracts with any Government Authority that will result in sales or expenditure by the Seller Parties or Transferred Entities in excess of $2,000,000 annually;

(ix) Contracts pursuant to which a third party has granted to any Seller Party or Transferred Entity a license under, or a covenant not to sue in respect of, Business Intellectual Property, other than (A) licenses of commercially available off the shelf computer Software pursuant to which the annual license fees are less than $2,000,000 in the aggregate that is not incorporated in, distributed with any product or service of the Business and (B) non-exclusive licenses granted by the Seller Parties or the Transferred Entities to their customers, vendors, suppliers or distributors in the Ordinary Course of Business;

(x) Contracts containing any non-competition, non-solicitation, most favored nation or similar provision that otherwise prohibits the Seller Parties and the Transferred Entities from freely engaging in any material respect in respect of the Business anywhere in the world;

(xi) any Contracts disclosed, or required to be disclosed, on Schedule 4.19; or

(xii) any outstanding material settlement offers or other arrangements with respect to any current Action related to the Transferred Assets or the Business.

(b) Each Material Contract is a legal, valid and binding obligation of the Seller Party or Transferred Entity party thereto, as the case may be, and, to the Knowledge of Seller, each other party to such Material Contract, and is enforceable against the applicable Seller Party or Transferred Entity, as the case may be, and, to the Knowledge of Seller, each other party to such Material Contract, in accordance with its terms, subject, in each case, to the Bankruptcy and Equity Exception.

(c) To the Knowledge of Seller, none of the Seller Parties or the Transferred Entities has received or delivered any notice of any material default or event that with notice or lapse of time or both would constitute a material default under any Material Contract, except for defaults that would not reasonably be expected to be material to the Business taken as a whole.

Section 4.13 Employment and Employee Benefits Matters.

(a) Schedule 4.13(a) lists all material Employee Plans, separately identifying which Employee Plans are Transferred Entity Employee Plans. With respect to each material Assumed Employee Plan and Transferred Entity Employee Plan, Seller has previously made available to Buyer a true and complete copy of the following documents, to the extent applicable: (i) any written plan documents and all amendments thereto, (ii) the most recent Forms 5500 and all schedules thereto and the most recent actuarial report, if any, (iii) the most recent IRS determination letter, (iv) insurance Contracts or other funding arrangements, (v) the most recent audited financial statements and actuarial valuation reports, and (vi) any material, non-routine correspondence with any Government Authority received in the past twenty-four (24) months regarding the operation or the administration of such Assumed Employee Plan or Transferred Entity Employee Plan. With respect to each other material Employee Plan, Seller has previously made available to Buyer a true and complete copy of any written plan documents and all amendments thereto or a summary plan description of such plan.

(b) Each Employee Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter, or is entitled to rely on an opinion letter, from the IRS.

(c) Except as set forth on Schedule 4.13(c), no Employee Plan is, and neither Seller nor any of its ERISA Affiliates contribute to any employee benefit plan that is, (i) subject to Title IV of ERISA or Section 412 of the Code, (ii) a multiemployer plan (within the meaning of Section 3(37) or 4001(a)(3) of ERISA) ("**Multiemployer Plan**"), (iii) a "multiple employer

plan" as defined in Section 413(e) of the Code, (iv) a "welfare benefit trust" or "voluntary employees beneficiary association" within the meaning of Sections 419, 419A or 501(a)(9) of the Code, (v) a "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA) or (vi) a "nonqualified deferred compensation plan" within the meaning of Section 409A(d)(1) of the Code. Other than as required under Sections 601 to 608 of ERISA or other applicable Law, no Assumed Employee Plan or Transferred Entity Employee Plan provides post-termination or retiree health benefits to any individual for any reason, and, except as required by Law, neither the Seller nor any Transferred Entity has any Liability to provide post-termination or retiree health benefits to any individual or ever represented, promised or contracted to any individual that such individual would be provided with post-termination or retiree health benefits.

(d) Except where the failure to do so would not reasonably be expected to be material to the Business taken as a whole, (i) each Assumed Employee Plan and Transferred Entity Employee Plan complies in form and has been operated in accordance with its terms and all applicable Laws, (ii) each of the Seller Parties and the Transferred Entities have made all required contributions and paid in full all required insurance premiums and other required payments with regard to each Assumed Employee Plan and Transferred Entity Employee Plan to the extent due or owing on or before the Closing Date, (iii) if intended to qualify for special Tax treatment meets all requirements for such treatment, (iv) if intended to be fully funded and/or book-reserved is fully funded and/or book reserved, as appropriate, based upon reasonable actuarial assumptions and (v) for purposes of each Assumed Employee Plan and Transferred Entity Employee Plan, each Seller Party and Transferred Entity correctly classified those individuals performing services for the Business as common law employees, leased employees, independent contractors or agents.

(e) No Employee Plan (other than a Multiemployer Plan) that is subject to Title IV of ERISA or Section 412 of the Code (a "**Title IV Plan**") has an "accumulated funding deficiency," whether or not waived, or is subject to a Lien for unpaid contributions under Section 303(k) of ERISA or Section 430(k) of the Code. No Title IV Plan has an "adjusted funding target attainment percentage," as defined in Section 436 of the Code, less than eighty percent (80%). With respect to each Title IV Plan, (i) no Action has been initiated by the Pension Benefit Guaranty Corporation to terminate any such plan or to appoint a trustee for any such plan, (ii) no "reportable event," as defined in Section 4043 of ERISA, with respect to which the reporting requirement has not been waived has occurred with respect to any such Title IV Plan and (iii) all premiums owed to the Pension Benefit Guaranty Corporation for any period prior to the Closing Date have been timely paid.

(f) To the Knowledge of Seller, no Actions are pending or threatened in writing from any Government Authority in connection with any Assumed Employee Plan or Transferred Entity Employee Plan (other than routine benefit claims) that would reasonably be expected to be material to the Business taken as a whole.

(g) Except as set forth on Schedule 4.12(a)(ii), no Seller Party, with respect to the Business, or Transferred Entity is party to or bound by any Collective Bargaining Agreement or other Contract with a Union and no Covered Employee is represented by a Union. To the Knowledge of Seller, there is no effort currently being made or threatened by, or on behalf of, any

Union to organize any Covered Employee, and there has been no such effort during the past six (6) months.

(h) With respect to the Covered Employees, there are no (i) strikes, work stoppages, work slowdowns or lockouts pending, or, to the Knowledge of Seller, threatened against the Seller Parties, the Transferred Entities, or their respective Affiliates, or (ii) any Actions or any other material unfair labor practice charges, grievances, charges or complaints pending, or, to the Knowledge of Seller, threatened by or on behalf of any employee or group of employees of the Seller Parties, the Transferred Entities, or their respective Affiliates, except, in each case, as would not reasonably be expected to result in material Liability to the Business or the Transferred Entities taken as a whole. The Seller Parties and their respective Affiliates are, and have been, in compliance in all material respects with all employment Laws with respect to the Covered Employees.

(i) With respect to Covered Employees, (i) there has been no plant closing or mass layoff, as those terms (or similar) are commonly used in the federal WARN Act and any parallel state or local legislation or regulations, within the last twelve (12) months; and (ii) there has been no temporary furlough, layoff or plant closing within the last six (6) months which the any Seller Party or the Transferred Entities now reasonably believes will last longer than six (6) months beyond the time period during which the furlough, layoff or plant closing was implemented.

(j) The Seller Parties and the Transferred Entities, as applicable, have paid in full (i) to all current and former employees primarily dedicated to the Business, any wages, salaries, commissions, bonuses, compensation, overtime, cash out of accrued and unused vacation, paid time off or other leave, severance, and any other amounts that are due and payable prior to the Closing Date; and (ii) to all independent contractors, consultants, and temporary employees performing services for the Business, any fees for services that are due and payable prior to the Closing Date.

(k) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in conjunction with any other event) result in, accelerate the vesting, funding, or delivery of, or increase the amount or value of, any payment, severance, or benefit to any employee primarily dedicated to the Business, former employee dedicated to the Business, or officer or director, independent contractor, or consultant related to the Business. No amount paid or payable in connection with the transaction contemplated by this Agreement will, either alone or in combination with another event, be an "excess parachute payment" within the meaning of Section 280G of the Code (determined without regarding the exceptions provided for in Section 280G(b)(5) of the Code). No Seller Party is a party to any plan, program, agreement, or arrangement that provides for a gross-up or reimbursement of Taxes imposed under Section 4999 or Section 409A of the Code to any employee, director or officer dedicated to the Business, or any other service provider of the Business.

(l) Notwithstanding anything in this Agreement to the contrary, the representations and warranties made by Seller in this Section 4.13 are the sole and exclusive

representations and warranties made regarding Covered Employees, Employee Plans or other employment or employee benefits matters.

Section 4.14 Taxes.

(a) Each of (A) the Seller Parties solely with respect to the Transferred Assets and (B) the Transferred Entities have timely filed (or have had filed on their behalf) all material Tax Returns required to be filed, taking into account any extensions of time to file such Tax Returns. All material amounts of Taxes shown due on such Tax Returns owed by (x) the Seller Parties solely with respect to the Transferred Assets and (y) the Transferred Entities, in each case, have been fully paid or properly accrued for on the Financial Statements, other than with respect to any Taxes the payment of which was precluded by reason of the Bankruptcy Cases.

(b) No material deficiencies for any Taxes that are related to the Business have been proposed, asserted or assessed in writing by a Taxing Authority against any Transferred Entity that are still pending.

(c) No Transferred Entity has any current material Liability for Taxes of any Person (other than any of the Seller Parties or the Transferred Entities) (i) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign Law) or (ii) as a transferee or successor.

(d) There are no Liens for Taxes on the Transferred Assets or the Transferred Equity Interests other than Permitted Liens.

(e) The Transferred Entities have complied in all material respects with all applicable withholding obligations for any material amount of Taxes that are related to the Business required to have been withheld in connection with amounts paid to any Covered Employee of a Transferred Entity or independent contractor.

(f) To the Knowledge of Seller, no Seller Party or Transferred Entity has been a party to a "listed transaction" as such term is defined in Treasury Regulations Section 1.6011-4(b)(2).

(g) No claim has been made by any Taxing Authority in writing in a jurisdiction where any Transferred Entity has not filed a Tax Return that it is or may be subject to Tax by such jurisdiction.

(h) Within the past two (2) years, no Transferred Entity has distributed shares of another Person, or has had its shares distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Section 355 or Section 361 of the Code.

(i) No Transferred Entity is a party to or has any obligation under any Tax sharing, Tax indemnification, or Tax allocation agreement or similar Contract or arrangement (other than any agreement that will be terminated at or before the Closing, is exclusively between the Transferred Entities, or is not primarily related to Taxes).

(j) Nothing in this Section 4.14 or otherwise in this Agreement shall be construed as a representation or warranty with respect to (i) the amount or availability of any net operating loss, capital loss, or Tax credit carryover or other Tax attribute or asset or (ii) any Tax positions that Buyer or any of its respective Representatives or Affiliates (including the Transferred Entities) may take in or in respect of a taxable period (or portion thereof) beginning after the Closing Date.

(k) None of the Seller Parties or the Transferred Entities has made an election under Section 965(h) of the Code.

(l) Seller is registered under Part IX of the *Excise Tax Act (Canada)* and Chapter VIII of the *Quebec Sales Tax Act* and its registration numbers are 139813919RT0001 and 1204642121TQ0001, respectively.

(m) The representations and warranties made by Seller in this Section 4.14 constitute the sole and exclusive representations and warranties with respect to Taxes, and no other representation or warranty contained in any other section of this Agreement shall apply to any Tax matters, and no other representation or warranty, express or implied, is being made with respect thereto.

Section 4.15 Real Property.

(a) Schedule 4.15(a) sets forth a list of all material Owned Real Property and all material Leased Real Property. The Seller Parties and the Transferred Entities have good and valid fee simple title to all such Owned Real Property and valid title to the leasehold estate (as lessee or sublessee) in all such Leased Real Property, in each case, free and clear of all Liens, except for Permitted Liens.

(b) All material Leases under which the Seller Parties or the Transferred Entities are a lessee or sublessee are in full force and effect and are enforceable as against such Seller Party or Transferred Entity, and to the Knowledge of Seller, as against any other counterparty thereto, in all material respects, in accordance with their respective terms. No written notices of material default under any such Lease or sublease have been sent or received by the Seller Parties or the Transferred Entities within the twelve (12)-month period ending on the Agreement Date and to the Knowledge of Seller no material default by any Seller Party or Transferred Entity exists under any such material Leases. A true and complete, in all material respects, copy of each Transferred Lease has been made available to Buyer.

(c) None of the Seller Parties or the Transferred Entities has received any written notice from any Government Authority asserting any material violation of applicable Laws (except for Environmental Law, which is subject to Section 4.11 hereof) with respect to the Owned Real Property or Leased Real Property that remains uncured, and to the Knowledge of Seller, no such violations exist.

(d) To the Knowledge of the Seller, all material buildings, structures and other improvements on the Owned Real Property are in reasonably good condition and repair, normal wear and tear excepted, for the continued use of the Owned Real Property as it is currently

used in all material respects. The Seller Parties have not leased or otherwise granted to any Person the right to use or occupy any Transferred Owned Real Property and Transferred Leased Real Property or any portion thereof, except as would not reasonably be expected to be material to the Business taken as a whole. There are no outstanding options, rights of first offer or rights of first refusal to purchase any Transferred Owned Real Property or any portion thereof, and none of the Transferred Entities are a party to any agreement or option to purchase any real property or interest therein. None of the Seller Parties or the Transferred Entities have received a notice of any pending condemnation proceedings or eminent domain proceedings of any kind against the Transferred Owned Real Property and, to the Knowledge of Seller, no such proceedings have been threatened in writing. None of the Owned Real Property is subject to any right or option of any other Person to purchase or lease an interest in such Owned Real Property.

Section 4.16 Brokers. Except for fees and expenses of Houlihan Lokey Capital, Inc. (the "**Seller's Banker**"), no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission from the Seller Parties, the Transferred Entities or any of their respective Affiliates in connection with the Transactions. Buyer shall not be liable for, and shall not assume, any broker, finder, or investment banker fees incurred by Seller or any of its Affiliates.

Section 4.17 Title; Sufficiency of Transferred Assets and Assets.

(a) Except for Permitted Liens, the Transferred Assets and the Assets (other than, in each case, (x) the Owned Real Property and the leasehold estate (as lessee or sublessee) in any Leased Real Properties, which are the subject of Section 4.15, (y) any personal property leased pursuant to a Transferred Contract and (z) Intellectual Property rights, which are the subject of Section 4.10) are owned by or otherwise made available to the Seller Parties and the Transferred Entities, and, at the Closing, subject to Section 2.02(a)(xvi) and Section 2.03, Buyer or one of its Affiliates will own each of such Transferred Assets and the Transferred Equity Interests or will be vested with good title to such Transferred Assets, as the case may be, free and clear of all Liens, other than Permitted Liens.

(b) Assuming receipt of all relevant Consents, and that all Available Contracts are assumed, the Transferred Assets, (together with the Assets, the Intellectual Property rights provided under the IP Cross License Agreement, the Trademark Co-Existence Agreement, the TSA and the Debtors TSA (including, for the avoidance of doubt, the Reading SOW ) and all rights granted and services to be performed under the Transaction Agreements) constitute all of the properties, rights and assets that are necessary to permit the Buyer to conduct the Business, after the Closing, in all material respects as presently conducted by the Seller Parties.

Section 4.18 Insurance. Schedule 4.18 provides a summary of all Insurance Policies maintained for, at the expense of, or for the benefit of, the Transferred Entities or the Transferred Assets or the Business. Each such Insurance Policy is in full force and effect, all premiums due to date thereunder have been paid in full and neither Seller nor any of its Affiliates is in material default with respect to any other obligations thereunder. No written notice of cancellation or nonrenewal, in whole or in part, with respect to any such Insurance Policy currently in force has been received by Seller.

Section 4.19 Affiliate Transactions. Except: (a) for employment-related arrangements, the payment of compensation and benefits in the Ordinary Course of Business, and travel advances and employees loans, (b) Contracts entered into in the Ordinary Course of Business on an arm's length basis or (c) as set forth on Schedule 4.19, no current officer, manager, director or Affiliate of any Seller Party (other than the Transferred Entities) is a party to any Contract, or business relationship with, or has any material interest in any property used by, any of the Seller Parties or the Transferred Entities.

Section 4.20 Condition of Transferred Assets and Assets. The items of material, tangible personal property included in the Transferred Assets and Assets are in working condition and are reasonably adequate for the uses to which they are currently being put, the failure of which would not reasonably be expected to be material to the Business taken as a whole.

Section 4.21 Corruption and Trade Regulation.

(a) Neither the Transferred Entities nor, to the Knowledge of Seller, any Person acting on behalf of the Seller Parties in respect of the Business or Transferred Entities has at any time in the past twelve (12) months:

(i) violated, or engaged in any activity, practice or conduct which would violate any applicable anti-corruption Laws, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the U.K. Bribery Act 2010 (collectively "**Anti-Corruption Laws**");

(ii) paid, offered, given, promised to pay, or authorized the unlawful payment of, any money or anything of value to, or for the benefit of, any "foreign public official" (as such term is defined in Anti-Corruption Laws) or other Person, for the purpose of (A) corruptly obtaining business; or (B) inducing the recipient to use his or her influence or position to affect any act or decision, in order to obtain or retain business for, direct business to, or secure an improper advantage for, any Seller Parties, Transferred Entities or the Business; or

(iii) been or is currently the subject of any allegation, voluntary disclosure, investigation, prosecution or other enforcement Action related to Anti-Corruption Laws.

(b) The Seller Parties in respect of the Business and Transferred Entities have implemented policies and procedures intended to promote compliance with International Trade Laws, including, but not limited to, the U.S. and the European Union, and have obtained all material licenses or other authorizations from the relevant Government Authorities in connection with International Trade Laws.

(c) The Seller Parties in respect of the Business and the Transferred Entities and, to the Knowledge of Seller, any of their respective equityholders, directors, officers, employees, agents, distributors, sales representatives, and consultants, and each other Person acting for, or on behalf of, the Seller Parties in respect of the Business and Transferred Entities, have been for the past three (3) years, and currently are, in material compliance with applicable provisions of, and have not been and are not subject to, and have not engaged and are not engaging

in activities that may cause them to be subject to, material penalties, sanctions, or loss of Tax benefits under the International Trade Laws or any applicable Law relating to international trade administered by a Government Authority in any jurisdiction in which the Seller Parties or the Transferred Entities operate for which the applicable statute of limitations is only triggered upon discovery of violative conduct.

(d) None of the Seller Parties in respect of the Business, the Transferred Entities, or to the Knowledge of Seller, any of their respective members, managers, shareholders, directors, officers, employees, agents, distributors, sales representatives, and consultants, and each other Person acting for, or on behalf of, any of the Seller Parties in respect of the Business or the Transferred Entities has, during the past three (3) years: (i) violated or engaged in any activities that may result in a material violation of, or penalties, sanctions, or loss of Tax benefits under, any International Trade Laws, or (ii) been fifty percent or more owned or controlled by any person that is the target of sanctions under International Trade Laws;

(e) engaged in any activities with, in or involving (A) Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine, (collectively, the "**Embargoed Countries**") and the governments thereof, (B) any Persons organized, incorporated, established, located, or resident in the Embargoed Countries, (C) any Persons subject to sanctions or other trade restrictions by a Government Authority in any jurisdiction in which the Seller Parties in respect of the Business or Transferred Entities operate, or (D) any Persons owned or controlled by, or acting on behalf of, any Person responsive to clauses (A) through (C), in any manner that would result in a material violation of Law.

(f) There is no pending or, to the Knowledge of Seller, threatened in writing proceeding against, and no pending or threatened in writing investigation by, a Government Authority of, the Seller Parties in respect of the Business or the Transferred Entities, nor is there any injunction, Order, judgment, ruling, or decree imposed (or threatened in writing to be imposed) upon the Seller Parties in respect of the Business or Transferred Entities by or before any Government Authority, civil or criminal investigation, audit or any other inquiry by a Government Authority, or voluntary disclosure being considered, in each case, in connection with an alleged possible or actual violation of any applicable International Trade Laws.

Section 4.22 No Other Representations or Warranties. Except for the representations and warranties expressly set forth in this Article IV (as modified by the Disclosure Schedules), none of the Seller Parties or any other Person has made, makes or shall be deemed to make any other representation or warranty of any kind whatsoever, express or implied, written or oral, at Law or in equity, on behalf of the Seller Parties, the Transferred Entities or any of their respective Affiliates, including any representation or warranty regarding any Seller Party, any Transferred Entity or any other Person, the Transferred Equity Interests, any Assets, any Transferred Assets, any Liabilities of any Seller Party or Transferred Entity, including any Assumed Liabilities, the Business, any Transaction, any other rights or obligations to be transferred pursuant to the Transaction Agreements or any other matter, and the Seller Parties hereby disclaim all other representations and warranties of any kind whatsoever, express or implied, written or oral, at Law or in equity, whether made by or on behalf of any Seller Party, any Transferred Entity or any other Person, including any of their respective Representatives. Except for the representations and

warranties expressly set forth in this Article IV (as modified by the Disclosure Schedules), each Seller Party, as applicable, hereby (a) disclaims and negates any representation or warranty, expressed or implied, at common Law, by statute, or otherwise, relating to the condition of the Transferred Assets, the Assets or the Business, and (b) disclaims all Liability and responsibility for all projections, forecasts, estimates, financial statements, financial information, appraisals, statements, promises, advice, Data or information made, communicated or furnished (orally or in writing, including electronically) to Buyer or any of Buyer's Affiliates or any Representatives of Buyer or any of Buyer's Affiliates (including any opinion, information, projection, or advice that may have been or may be provided to Buyer by any Representative of the Seller Parties or the Transferred Entities, respectively), including omissions therefrom. Without limiting the foregoing, no Seller Party makes any representation or warranty of any kind whatsoever, express or implied, written or oral, at Law or in equity, to Buyer or any of its Affiliates or any Representatives of Buyer of any of its Affiliates regarding the probable success, profitability or value of the Transferred Entities, the Transferred Assets or the Business.

## ARTICLE V

## REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller that:

Section 5.01 Formation and Authority of Buyer: Enforceability. Buyer is a limited liability company duly formed organized, validly existing and, to the extent legally applicable, in good standing under the Laws of the State of Delaware and has the requisite limited liability company power and authority to execute, deliver and perform its obligations under the Buyer Transaction Agreements (including the consummation of the Buyer Transactions). The execution, delivery and performance of this Agreement by Buyer and the consummation of the Buyer Transactions have been duly authorized by all requisite limited liability company action on the part of Buyer, and no shareholder or other similar approval is required in connection with Buyer's execution, delivery and performance of this Agreement. The execution, delivery and performance by Buyer and Buyer's Affiliates of each Buyer Transaction Agreement (other than this Agreement) to which Buyer or such Affiliates is a party, will be, prior to the Closing, duly authorized by all requisite organizational action on the part of Buyer or such Buyer Affiliate. This Agreement has been (and upon execution and delivery thereof, the other Buyer Transaction Agreements to which Buyer and Buyer's Affiliates are parties) will be, duly executed and delivered by Buyer or Buyer's Affiliates, and (assuming due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes (and upon execution and delivery thereof, the other Buyer Transaction Agreements will constitute, legal, valid and binding obligations of Buyer and Buyer's Affiliate (as applicable) enforceable against them in accordance with their respective terms, subject to the Bankruptcy and Equity Exception.

Section 5.02 Qualification of the Buyer. Buyer has the limited liability company power and authority to operate its businesses as now conducted. Buyer is qualified as a foreign corporation or other organization to do business and, to the extent legally applicable, is in good standing in each jurisdiction where the character of its owned, operated or leased properties or the nature of its activities makes such qualification necessary, except for jurisdictions where the failure

to be so qualified or in good standing would not materially impair or delay the ability of Buyer to consummate the transactions contemplated by, or perform its obligations under, the Transaction Agreements.

Section 5.03 No Conflict. Provided that all Consents, waivers and other actions described in Section 5.04 have been obtained, the execution, delivery and performance by Buyer of the Buyer Transaction Agreements do not and will not:

(a) violate or conflict with in any material respect the certificate or articles of incorporation or bylaws or similar organizational documents of Buyer;

(b) conflict with or violate in any material respect any Law or Order applicable to Buyer; or

(c) violate or conflict with, result in any breach of, or constitute a violation or default (or, any event that, with notice or lapse of time, or both would constitute a default) under, or give to any Person any right to terminate, accelerate or cancel, or result in the creation of any Lien on any assets or properties of Buyer pursuant to, any Contract to which Buyer or any of its Subsidiaries or Affiliates is a party or by which any of such assets or properties is bound, except for any such conflicts, violations, terminations, cancellations, breaches, defaults, accelerations or Liens as would not materially impair or delay the ability of Buyer to consummate the Buyer Transactions or otherwise perform its obligations under the Buyer Transaction Agreements.

Section 5.04 Consents and Approvals. The execution, delivery and performance by Buyer of the Buyer Transaction Agreements do not and will not require any Consent, waiver or other action by, or any filing with or notification to, any Government Authority, except (a) in connection with applicable filing, notification, waiting period or approval requirements, to the extent required, under the HSR Act and all applicable Antitrust Laws, (b) those required by the Bankruptcy Court in connection with the Bankruptcy Cases, or (c) where the failure to obtain such Consent or waiver, to take such action, or to make such filing or notification, would not materially impair or delay the ability of Buyer to consummate the Buyer Transactions or otherwise perform its obligations under the Buyer Transaction Agreements.

Section 5.05 Absence of Restraints; Compliance with Laws.

(a) To the knowledge of Buyer, no facts or circumstances exist that would reasonably be expected to materially impair or delay the ability of Buyer to consummate the Buyer Transactions or otherwise perform its obligations under the Buyer Transaction Agreements.

(b) Buyer is not in violation of any Laws or Orders applicable to the conduct of its business, except for violations the existence of which would not reasonably be expected to materially impair or delay the ability of Buyer to consummate the Buyer Transactions or otherwise perform its obligations under the Buyer Transaction Agreements.

(c) There are no Actions pending or, to the knowledge of Buyer, threatened in writing that would impair or delay in any material respect Buyer's ability to perform its

obligations under the Buyer Transaction Agreements or to consummate the Transactions contemplated by the Buyer Transaction Agreements.

Section 5.06 Financial Ability. Buyer has available to it, (a) sufficient immediately available funds and the financial ability to pay the Purchase Price, all Cure Costs and any costs and expenses incurred by Buyer pursuant to, or in connection with the negotiation, execution or performance of the Transaction Agreements and (b) the financial resources and capabilities (financial and otherwise) to perform its obligations under the Buyer Transaction Agreements. Buyer has not incurred, and is not contemplating or aware of any obligation, commitment, restriction or other Liability of any kind, in each case, that would materially impair or adversely affect such resources, funds or capabilities.

Section 5.07 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission from Buyer or any of Buyer's Affiliates in connection with the Transactions.

Section 5.08 Investigation. Buyer acknowledges and agrees that it (a) has completed such inquiries and investigations as it has deemed appropriate, and, based thereon, has formed an independent judgment concerning, the Transferred Entities, the Transferred Equity Interests, the Assets, the Liabilities of the Transferred Entities, the Transferred Assets, the Assumed Liabilities, the Business and the Transactions, and any other rights or obligations to be transferred, directly or indirectly, pursuant to the Transaction Agreements and (b) has been furnished with, or given access to such information about the Seller Parties, the Transferred Entities, the Transferred Equity Interests, the Assets, the Liabilities of the Transferred Entities, the Transferred Assets, the Assumed Liabilities, the Business and any other rights or obligations to be transferred, directly or indirectly, pursuant to the Transaction Agreements, in the case of each of (a) and (b), sufficient to execute, deliver and perform its obligations under this Agreement. Buyer further acknowledges and agrees that (x) the only representations and warranties made by Seller are the representations and warranties expressly set forth in Article IV (as modified by the Disclosure Schedules) and Buyer has not relied upon any other express or implied representations, warranties or other projections, forecasts, estimates, appraisals, statements, promises, advice, Data or information made, communicated or furnished by or on behalf of Seller or any of its Affiliates, any Representatives of Seller or any of its Affiliates or any other Person, including any projections, forecasts, estimates, appraisals, statements, promises, advice, Data or information made, communicated or furnished by or through the Seller's Banker, or management presentations, data rooms (electronic or otherwise) or other due diligence information, and that Buyer will not have any right or remedy arising out of any such representation, warranty or other projections, forecasts, estimates, appraisals, statements, promises, advice, Data or information and (y) any claims Buyer may have for breach of any representation or warranty shall be based solely on the representations and warranties of Seller expressly set forth in Article IV (as modified by the Disclosure Schedules). Except as otherwise expressly set forth in this Agreement, Buyer understands and agrees that the Transferred Entities, the Assets, the Business, the Transferred Assets and the Assumed Liabilities are being transferred on a "where-is" and, as to condition, "as-is" basis subject to the representations and warranties contained in Article IV (as modified by the Disclosure Schedules) without any other representations or warranties of any nature whatsoever.

Section 5.09 Securities Matters. The Transferred Equity Interests are being acquired by Buyer for its own account, and not with a view to, or for the offer or sale in connection with, any public distribution or sale of the Transferred Equity Interests or any interest in them. Buyer has sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of its investment in the Transferred Equity Interests, and Buyer is capable of bearing the economic risks of such investment, including a complete loss of its investment in the Transferred Equity Interests. Buyer acknowledges that the Transferred Equity Interests have not been registered under the Securities Act, or any state securities Laws, and understands and agrees that it may not sell or dispose of any of the Transferred Equity Interests except pursuant to a registered offering in compliance with, or in a transaction exempt from, the registration requirements of the Securities Act and any other applicable state, foreign or federal securities Laws. Buyer understands that the Transferred Equity Interests are being sold to Buyer based in part upon the Buyer's representations contained in this Agreement.

## ARTICLE VI

## ADDITIONAL AGREEMENTS

Section 6.01 Conduct of Business Before the Closing. Buyer acknowledges that the Seller Parties are operating the Business in the context of the Bankruptcy Cases. Subject to the foregoing, except (a) as required by applicable Law, by Order of the Bankruptcy Court, (b) as required in connection with any Transaction Agreement or (c) for matters identified on Schedule 6.01, during the Pre-Closing Period:

(i) Seller shall use, and Seller shall cause the other Seller Parties and Transferred Entities to use, commercially reasonable efforts to, as applicable, operate the Business in the Ordinary Course of Business, maintain the Transferred Assets and the Assets substantially in their current condition (subject to ordinary wear and tear) and, preserve in all material respects the present business operations, organization and goodwill of the Business, and the present relationships with material customers and material suppliers of the Business; and

(ii) unless Buyer otherwise consents in writing (which consent shall not be unreasonably withheld, conditioned or delayed), Seller will, and will cause the other Seller Parties and the applicable Transferred Entities to, solely with respect to the Business, not do any of the following, in each case, solely to the extent related to the Business:

(A) grant any Lien on the Transferred Equity Interests or any Assets or Transferred Assets (in each case, whether tangible or intangible), in each case, other than a Permitted Lien or a Lien that will be discharged at or prior to Closing;

(B) acquire (by merger, consolidation, acquisition of stock or assets or otherwise) any corporation, partnership or other business organization or division;

(C) except for any such Debt or guaranty that will be discharged at or prior to the Closing or trade accounts payable incurred in the Ordinary Course of Business, incur or issue any Debt, or assume, grant, guarantee or endorse, or otherwise as become responsible for, the obligations of any Person;

(D) issue or sell any additional shares of, or other equity interests in, the Transferred Entities, or securities convertible into or exchangeable for such shares or equity interests (other than, in each case, the issuance or sale of shares of, or other equity interest in, one Transferred Entity to another Transferred Entity), or issue or grant any options, warrants, calls, subscription rights or other rights of any kind to acquire such shares, other equity interests or securities;

(E) sell, transfer, lease, sublease or otherwise dispose of any Assets or Transferred Assets (other than transfers between or among the Seller Parties and/or the Transferred Entities), other than in the Ordinary Couse of Business or as required under any applicable Law, any Order entered by the Bankruptcy Court or this Agreement;

(F) in any material respect, (1) increase the wages, salaries, or bonuses payable to any Covered Employee who is a member of senior management or (2) establish or materially increase any benefits under any Assumed Employee Plan or Transferred Entity Employee Plan, except, in either case, (x) as required by any Assumed Employee Plan or Transferred Entity Employee Plan or any Contract in existence on the Agreement Date, (y) any increase in wages, salaries, bonuses and incentives in the Ordinary Course of Business consistent with past practices with respect to Covered Employees (other than members of senior management), or (z) as required by applicable Law;

(G) other than in the Ordinary Course of Business (including the settling of product warranty claims in the Ordinary Course of Business) enter into any settlement or release with respect to any material Action related to the Business other than any settlement or release (1) that contemplates only the payment of money without ongoing limits on the conduct or operation of the Business, (2) results in a full release of the applicable Seller Parties or Transferred Entities with respect to the claims giving rise to such Action, and (3) involves the payment of Liabilities reflected or reserved against in full in the Financial Statements;

(H) materially amend or terminate any Material Contract or enter into any Contract that would have been required to be disclosed as a Material Contract on Schedule 4.12(a), had it been entered into prior to the Agreement Date, in each case, other than in the Ordinary Course of Business;

(I) declare or set aside any dividends or distributions on any capital stock of any Transferred Entity (in cash or in kind);

(J) make, change or revoke any material Tax election of any Transferred Entity unless required by GAAP;

(K) enter into any commitment for capital expenditures that results in the Seller Parties and Transferred Entities exceeding the total capital expenditure amount set forth in the CapEx Budget for the current fiscal year;

(L) modify or terminate any existing Autozone factoring arrangement; or

(M) enter into any legally binding commitment with respect to any of the foregoing.

Section 6.02 Access to Information.

(a) During the Pre-Closing Period, upon reasonable prior written notice, Seller shall, and shall cause each of the other Seller Parties and the applicable Transferred Entities to (solely to the extent possible without incurring third-party costs and expenses unless requested by Buyer as set forth herein) (i) afford the Representatives of Buyer reasonable access, during normal business hours, to their properties, books and records of the Business and the Transferred Entities, (ii) furnish to the Representatives of Buyer such additional financial and operating Data and other information regarding the Business, the Transferred Entities, the Transferred Assets and the Assumed Liabilities as Buyer or its Representatives may from time to time reasonably request for purposes of consummating the Transactions, and (iii) make available to Buyer and its Representatives, during normal business hours, those directors, officers, employees, auditors, accountants and other Representatives of the Seller Parties and the Transferred Entities, except, in the case of (i), (ii) and (iii), as set forth in Section 6.02(b); provided, however, to the extent that Buyer requests, in writing, for Seller to incur any third-party costs and expenses to comply with the obligations set forth in this Section 6.02(a), then Buyer shall promptly reimburse Seller for such costs in accordance with the terms set forth in such written notice to Seller.

(b) Notwithstanding anything in this Agreement to the contrary,

(i) (A) in no event shall the Seller Parties, the Transferred Entities or their respective Affiliates be obligated to provide any (1) access or information in violation of any applicable Law, or any Order of the Bankruptcy Court, (2) information the disclosure of which could reasonably be expected to jeopardize any applicable privilege (including the attorney-client privilege) available to any of the Seller Parties, the Transferred Entities or any of their respective Affiliates relating to such information, or (3) information the disclosure of which would cause any Seller Party, any Transferred Entity or any of their respective Affiliates to breach a confidentiality obligation to which it is bound and (B) any access or investigation contemplated by Section 6.02(a) shall not unreasonably interfere with any of the businesses, personnel or operations of any of the Seller Parties, the Transferred Entities or any of their respective Affiliates or the Business;

(ii) the auditors and accountants of any of the Seller Parties, the Transferred Entities or any of their respective Affiliates or the Business shall not be obligated to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants; and

(iii) Buyer and its Representatives shall not conduct any sampling or testing of soil, groundwater, air, or other environmental media of any Seller Party or Transferred Entity.

(c) If so requested by Seller, Buyer shall enter into a customary joint defense agreement or common interest agreement with one or more of the Seller Parties, the Transferred Entities or any of their respective Affiliates with respect to any information provided to Buyer, or to which Buyer gains access, pursuant to this Section 6.02 or otherwise.

Section 6.03 Confidentiality. Buyer acknowledges that the Confidential Information and Transaction Information (each as defined in the Confidentiality Agreement) provided to it in connection with this Agreement, including information provided under Section 6.02, is subject to the Confidentiality Agreement, and the terms of the Confidentiality Agreement are incorporated into this Agreement by reference and shall continue in full force and effect (and all obligations thereunder shall be binding upon Buyer, its Representatives (as defined in the Confidentiality Agreement) and any other third party who signed (or signs) a joinder thereto subject to and in accordance with the Confidentiality Agreement as if parties thereto) until the Closing, at which time the obligations under the Confidentiality Agreement shall terminate; provided, however, that Buyer's confidentiality obligations shall terminate only in respect of that portion of the Confidential Information relating to the Business and constituting a Transferred Asset, and for all other Confidential Information, the Confidentiality Agreement shall continue in full force and effect in accordance with its terms. If for any reason the Closing does not occur and this Agreement is terminated, the Confidentiality Agreement shall continue in full force and effect in accordance with its terms; provided, that the term of the Confidentiality Agreement as set forth therein shall be amended to refer to one (1) year from the date of termination of this Agreement. For the avoidance of doubt, the provisions in the Confidentiality Agreement which by their terms survive the termination of the Confidentiality Agreement shall continue in full force and effect in accordance with their terms (as modified by the previous sentence).

Section 6.04 Regulatory Approvals.

(a) Subject to Section 6.04(c), the Parties shall, and shall cause their respective Affiliates to, use their reasonable best efforts to take any and all steps to make all required filings and promptly obtain all Consents, Permits, Environmental Permits and Final Orders of all Government Authorities (other than any action of the Bankruptcy Court, which is governed exclusively by Article VIII) that may be, or become, necessary for the execution and delivery of, and performance of their respective obligations pursuant to, the Transaction Agreements (including the consummation of the Transactions) (collectively, the "**Government Approvals**").

(b) On or prior to the Closing, Buyer shall secure financial assurance mechanisms, instruments or arrangements to replace any existing financial assurances currently maintained by the Seller Parties and set forth on Schedule 6.04(b) with respect to the Business under Environmental Permits. Seller agrees to provide reasonable assistance to support Buyer in securing such replacement financial assurances.

(c) Without limiting the generality of Parties' obligations under Section 6.04(a), to the extent required, each of the Parties shall make its respective filing with respect to the Transactions under the HSR Act, if applicable, within five (5) Business Days from the entry of the Sale Order, unless otherwise extended by mutual agreement between Seller and Buyer, and shall make all other filings required pursuant to the Antitrust Laws of any other jurisdiction as promptly as practicable following the date of this Agreement. Buyer shall, and shall cause its

Affiliates to, use reasonable best efforts to resolve as soon as reasonably practicable, but in any event not later than the Outside Date, any inquiry or investigation by any Government Authority relating to the Transactions under any Antitrust Law. In connection with any inquiry or investigation into the Transactions, the Parties further agree to supply as promptly as reasonably practicable any additional information and documentary material that may be requested or required pursuant to applicable Law, including any Antitrust Law. Buyer shall not withdraw its HSR Act filing, or other filing required by Antitrust Law, enter into any agreements to extend any HSR Act waiting period or other waiting period under any Antitrust Law, or enter into any agreements to delay or not to consummate the Transactions without the prior written consent of Seller. Subject to Article XI, all filings fees related to the HSR Act or any other filings under any other Antitrust Laws shall be borne by Buyer.

(d) Notwithstanding any other provision in this Agreement, Buyer shall, and shall cause its Affiliates to promptly take and diligently pursue any or all actions to the extent necessary to eliminate each and every impediment under any Antitrust Law that may be asserted by any Government Authority or any other Person in opposition to the consummation of any of the Transactions, so as to enable the Parties to consummate the Transactions as soon as reasonably practicable, but in any event not later than the Outside Date. In furtherance of this obligation, and without limitation, Buyer shall, and shall cause its Affiliates to: (i) propose, offer, negotiate, commit to, effect, and agree to, by consent decree, hold separate order, or otherwise, any sale, divestiture, license, hold separate, or other disposition of or restriction on, any of the Transferred Assets, Assets, the Transferred Entities or any of Buyer's or Buyer's Affiliates' assets or businesses; provided, however, that any such sale, divestiture, license, disposition, restriction on, holding separate, or other similar arrangement or action on the Transferred Assets, the Assets or the Transferred Entities is conditioned on the occurrence of, and shall become effective only from and after, the Closing Date; (ii) create, terminate, amend, or assign existing relationships, ventures, contractual rights, or obligations of the Buyer or Buyer's Affiliate(s), or the Transferred Assets; (iii) amend, assign, or terminate existing licenses or other agreements (and entering into such new licenses or other agreements); (iv) otherwise take or commit to any and all actions that would limit Buyer's freedom of action with respect to, or its ability to retain or hold, directly or indirectly, any businesses, assets, products, or equity interests in the Business of Buyer, Buyer's Affiliate(s), or the Transferred Assets; (v) enter into any Order, consent decree, or other agreement to effectuate any of the foregoing; and (vi) if necessary, defend any threatened or initiated litigation under any Antitrust Law that would prevent or delay consummation of the Transactions.

(e) Each Party shall promptly notify the other Parties of any oral or written communication it or any of its Representatives receives from any Government Authority relating to the matters that are the subject of this Section 6.04, permit the other Parties and their respective Representatives to review in advance any communication relating to the matters that are the subject of this Section 6.04 proposed to be made by such Party to any Government Authority and provide the other Parties with copies of all substantive correspondence, filings or other communications between them or any of their Representatives, on the one hand, and any Government Authority or members of its staff, on the other hand, relating to the matters that are the subject of this Section 6.04, provided, however, that materials provided to the Party may be reasonably designated as "Outside Counsel Only" and also may be redacted: (i) to remove references concerning the valuation of the Business or competitively sensitive information; (ii) as necessary to comply with

contractual arrangements, applicable Law or by Order of the Bankruptcy Court; and (iii) as necessary to address reasonable attorney-client or other privilege or confidentiality concerns. No Party shall agree to participate in any substantive meeting or discussion with any Government Authority in respect of any such filings, investigation or other inquiry unless it consults with the other Parties in advance and, to the extent permitted by such Government Authority, gives the other Parties the opportunity to attend and participate at such meeting. Subject to the Confidentiality Agreement, the Parties will coordinate and cooperate fully with each other in exchanging such information and providing such assistance as the other Parties may reasonably request in connection with the foregoing and in seeking early termination of any applicable waiting periods. The Parties shall share the right to control and direct the process by which the Parties hereto seek to avoid or eliminate impediments under any antitrust, competition, trade regulation or foreign investment regulation Law, including by directing the strategy and making final determinations related to the review or investigation of the Transactions by any Government Authority and attending all meetings, discussions, and communications with any Government Authority except to the extent that such Government Authority may request to communicate exclusively with one Party. Nothing in this Section 6.04(e) shall be applicable to Tax matters.

(f) Buyer shall not, and shall not permit any of its Affiliates to, take any action (including acquiring or agreeing to acquire by merging or consolidating with, or by purchasing the assets of or equity in, or by any other manner, any Person or portion thereof, or otherwise acquiring or agreeing to acquire any assets) that would reasonably be expected to have the effect of (i) materially delaying, impairing or impeding the receipt of, or increasing the risk of not receiving, any required Government Approval or the issuance or reissuance or transfer of any Permit or Environmental Permit, (ii) materially delaying, impairing or impeding the expiration or termination of any applicable waiting period with respect to a Government Approval (and shall not, without the consent of the Seller Parties, withdraw or refile any filing or restart the waiting period on any Government Authority's review, or enter into a timing agreement with a Government Authority), (iii) materially increasing the risk of any Government Authority entering an Order prohibiting the consummation of the Transactions or (iv) otherwise materially delaying the consummation of the Transactions.

(g) Actions or agreements required of Buyer pursuant to this Section 6.04 shall under no circumstances be considered a Material Adverse Effect.

Section 6.05 Third Party Consents. Each Party agrees to cooperate and use commercially reasonable efforts to obtain any other consents and approvals from any third Person other than a Governmental Authority that may be required in connection with any Transaction (the "**Third Party Consents**"); provided, that, the foregoing covenant shall not apply to consents of any Government Authority that are addressed elsewhere in this Agreement. Notwithstanding anything in this Agreement to the contrary, no Seller Party or any of its Affiliates shall be required to compensate any third party, commence or participate in any Action or offer or grant any accommodation (financial or otherwise, including any material accommodation or arrangement to remain primarily, secondarily or contingently liable for any Assumed Liability) to any third party to obtain any such Third Party Consent.

Section 6.06 Exide Canada. Subject to the entry of the Sale Order or any other Order of the Bankruptcy Court approving the Canada Restructuring (defined below), prior to the Closing, Seller or another Seller Party shall acquire 100% of the equity interests of Exide Technologies Canada Corporation ("**Exide Canada**") (the "**Canada Restructuring**"). From and after the consummation of the Canada Restructuring, the equity interests of Exide Canada shall constitute Transferred Equity Interests hereunder and Exide Canada shall constitute a Transferred Entity hereunder.

Section 6.07 Intercompany Obligations. Seller shall take or cause to be taken such action and make or cause to be made such payments as may be necessary so that, as of the Closing Date, there shall be no intercompany obligations (other than (a) pursuant to the Transaction Agreements, or (b) as set forth on Schedule 6.07) between the Transferred Entities, on the one hand, and Seller and its respective Affiliates (other than the Transferred Entities), on the other hand. Nothing in this Section 6.07 shall require Seller to terminate or cancel any intercompany obligations exclusively between or among the Transferred Entities.

Section 6.08 Cooperation. During the Pre-Closing Period, (a) Seller and Buyer shall, and shall cause their respective Affiliates to, (i) other than as permitted by Section 8.02, refrain from taking any actions that would reasonably be expected to materially impair, delay or impede the Closing and (ii) without limiting the foregoing or modifying Buyer's obligations pursuant to Section 6.04, use commercially reasonable efforts to cause all Closing Conditions of the other Party to be met as promptly as practicable and in any event on or before the Outside Date; (b) the Seller Parties and the Transferred Entities shall (at Buyer's sole cost and expense) use their respective commercially reasonable efforts to cause their Representatives to provide all cooperation reasonably requested by Buyer in connection with facilitating any debt financing for purposes of Buyer obtaining financing in connection with the consummation of the Transactions and (c) each Party shall keep the other Party reasonably apprised of the status of the matters relating to the completion of the Transactions, including with respect to the negotiations relating to the satisfaction of the Closing Conditions of the other Party.

Section 6.09 Bulk Transfer Laws. Buyer acknowledges that the Seller Parties will not comply with the provisions of any bulk transfer Laws or similar Laws (including under any Tax Laws) of any jurisdiction in connection with the Transactions and hereby waives all claims related to the noncompliance therewith.

Section 6.10 Employee Matters.

(a) Offer of Employment. All Covered Employees (including those on leave of absence or disability) employed by a Transferred Entity shall become or continue to be employees of Buyer or an Affiliate of Buyer effective as of the Closing Date. At least twenty (20) days prior to the Closing Date, except as otherwise provided in this paragraph, Buyer or one of its Affiliates shall make a written offer of employment, effective as of the Closing Date and contingent upon the Closing, to each of the Covered Employees not employed by a Transferred Entity. Except for union-represented Covered Employees, such offer of employment shall be (i) at the same location of employment as such Covered Employee's location of employment as of immediately prior to Closing, (ii) on substantially similar terms and conditions of employment as in effect immediately prior to Closing and (iii) with compensation and benefits at a level consistent with

Section 6.10(b). Any Covered Employee who becomes employed by Buyer or one of its Affiliates in accordance with this Section 6.10(a) is referred to as a "**Transferred Employee.**" With respect to union-represented Covered Employees, such offers shall be consistent with the terms and conditions required by the governing Modified Labor Agreements, if any and to the extent such agreements are applicable. Except as otherwise provided in any Modified Labor Agreement, Buyer may make any offers of employment as offers for employment "at will." With respect to any Covered Employee who is on a long-term disability leave of absence as of the Closing Date, such offer shall be contingent upon such Covered Employee returning to active status within six (6) months of the Closing Date or such longer period as is required by applicable Law. In the event that such inactive Covered Employee does not return to active status, Seller shall be responsible for the costs, expenses and Liabilities associated with such inactive Covered Employee. Seller also shall be responsible for all costs, expenses and Liabilities related to any Covered Employee who rejects an offer of employment from Buyer or an Affiliate of Buyer or otherwise refuses to transfer to Buyer or an Affiliate of Buyer. Notwithstanding the foregoing, nothing herein shall be construed as to prevent Buyer from terminating the employment of any Covered Employee, consistent with applicable law and the governing Modified Labor Agreements, if any and as applicable, at any time following the Closing Date.

(b) Compensation and Benefits.

(i) Commencing on the Closing Date and continuing for at least twelve (12) months (or such longer period as may be required by applicable Law), except as otherwise may be provided in any Modified Labor Agreement, Buyer or its Affiliates shall provide or cause to be provided to each Transferred Employee, (A) compensation, including base salary or hourly wage rate and cash annual bonus opportunities that is at least the same as that provided to such Transferred Employee immediately prior to the Closing, and (B) employee benefits (excluding equity, phantom equity, defined benefit pension, nonqualified deferred compensation, retiree medical, retiree life, retention bonus and change of control plans, programs, agreements and arrangements) that in the aggregate are substantively comparable to those provided to such Transferred Employee immediately prior to the Closing.

(ii) Commencing on the Closing Date and continuing for at least twelve (12) months (or such longer period as may be required by applicable Law), except as otherwise may be provided in any Modified Labor Agreement, Buyer or its Affiliates shall provide Transferred Employees with the severance benefits applicable to each such Transferred Employee in accordance with the applicable underlying Employee Plans or agreements as in effect immediately prior to the Closing Date. For the avoidance of doubt, the Seller Parties shall be liable for all Liabilities that arise prior to or on the Closing under any Collective Bargaining Agreements, including those covering the Transferred Employees.

(iii) As of the Closing Date and subject to the Section 6.11 herein, Buyer will honor the governing Modified Labor Agreements covering the Transferred Employees, if any and as applicable, and shall indemnify and hold the Seller Parties and their Affiliates harmless with respect to any Liability related to any such agreement to the extent that any Liability arises post-Closing.

(c) Employees and Employee Plans.

(i) Liabilities Incurred After Closing. Except as otherwise provided in Section 6.10(c)(ii), effective as of the Closing, Buyer shall, or shall cause an Affiliate of Buyer to, assume or retain, as the case may be, any and all Liabilities (contingent or otherwise) relating to, arising out of, or resulting from the employment or services, or termination of employment or services, of any Transferred Employee or workers' compensation claims against any Seller Party or Transferred Entity only to the extent such Liabilities were incurred after the Closing. The Seller Parties shall retain all costs, expenses and Liabilities related to the Transferred Employees that are incurred prior to or on the Closing, except as otherwise provided in Section 6.10(c)(ii).

(ii) Other Liabilities. Effective as of the Closing and to the extent permissible under applicable Law, Buyer shall, or shall cause an Affiliate of Buyer to, assume or retain, as the case may be, any and all Liabilities (contingent or otherwise) relating to, arising out of, or resulting from any Transferred Employee's accrued and unpaid bonuses, accrued and unused vacation time, accrued and unused sick time, or any other leave time to which a Transferred Employee is or has been entitled, irrespective of when such Liabilities were incurred.

(iii) Employee Plans. Effective as of the Closing, Buyer shall, or shall cause an Affiliate of Buyer to, assume each Assumed Employee Plan and continue each Transferred Entity Employee Plan. The Seller Parties shall retain each Employee Plan that is not an Assumed Employee Plan or Transferred Entity Employee Plan, which shall include for the avoidance of doubt, all unfunded benefit liability attributable to such Employee Plan. Except for any net unfunded benefit liability of up to $2,000,000 related to the Transferred Entity Employee Plans in Canada which net amount shall be calculated by offsetting any amount attributable to unfunded benefit liability of any such plan against any amount attributable to overfunding or surplus of any such plan, Seller shall promptly reimburse Buyer or an affiliate of Buyer, as applicable, for any unfunded benefit liability attributable to (A) any Employee Plan that transfers by operation of law to Buyer or an Affiliate of Buyer, (B) any statutory pension termination indemnity, post-employment retirement or similar plan to which any Seller Party contributed to on behalf of the Transferred Employees that relates to the period prior to the Closing or (C) any Covered Employee or any other employee of the Seller and its Affiliates who does not become a Transferred Employee, and shall take all actions necessary to the applicability of any successor liability to Buyer or its Affiliates with respect to such unfunded benefit liabilities, including without limitation, initiating the process of terminating any such underfunded Employee Plans. At the election of Buyer, Seller shall, or shall cause its applicable Affiliate to, assign to Buyer all rights with respect to the Assumed Employee Plans and all rights with respect to the agreements relating to the Assumed Employee Plans set forth on Schedule 6.10(c). As soon as practicable after the Closing Date, Seller shall deliver to Buyer all material records and documentation relating to the Assumed Employee Plans and shall cooperate with Buyer, Buyer's agents, and the fiduciaries of the Assumed Employee Plans to the extent reasonably necessary for Buyer, Buyer's agents and the fiduciaries of the Assumed Employee Plans to carry out their duties with respect to the Assumed Employee Plans.

(d) Transferred Employees – Additional Employment Terms.

(i) Credit for Service. Except as otherwise may be provided in any Modified Labor Agreement, Buyer shall, and shall cause its Affiliates to, credit Transferred

Employees for service earned on and prior to the Closing Date with the Seller Parties and any of their respective Affiliates (including the Transferred Entities) or predecessors, in addition to service earned with Buyer and its Affiliates on or after the Closing Date, (A) to the extent that service is relevant for purposes of eligibility, vesting, paid-leave entitlement or, for severance and vacation benefits only, the calculation of benefits under any employee benefit plan, program or arrangement of Buyer or any of its Affiliates for the benefit of the Transferred Employees on or after the Closing Date and (B) for such additional purposes as may be required by applicable Law; provided, however, that nothing herein shall result in a duplication of benefits with respect to the Transferred Employees. For the avoidance of doubt, there will be no credited service for the purpose of accrual of benefits under any defined benefit pension plan of Buyer or any Affiliate of Buyer.

(ii) Pre-existing Conditions; Coordination. Buyer shall, and shall cause its Affiliates to, waive any pre-existing condition or actively at work limitations, evidence of insurability and waiting periods for the Transferred Employees and their eligible spouses and dependents under any employee benefit plan, program or arrangement of Buyer or any of its Affiliates for the benefit of the Transferred Employees on or after the Closing Date. Buyer shall, and shall cause its Affiliates to, credit for purposes of determining and satisfying annual deductibles, co-insurance, co-pays, out-of-pocket limits and other applicable limits under the comparable health plans and arrangements offered to Transferred Employees, deductibles, co-insurance, co-pays and out-of-pocket expenses paid by Transferred Employees and their respective spouses and dependents under the Seller Parties or any of their respective Affiliates' health plans in the calendar year in which the Closing Date occurs.

(iii) Accrued Vacation and Sick Leave. Except as otherwise may be provided in any Modified Labor Agreement, Buyer or its Affiliates shall provide each Transferred Employee with credit for the same number of vacation and sick days such Transferred Employee has accrued but not used in the calendar year in which the Closing Date occurs; provided, that to the extent required by applicable Law, such amount shall be paid by Buyer or its Affiliates to the applicable Transferred Employee in cash. In the event that a Transferred Employee is unable to use such carried over vacation and sick days within the calendar year in which the Closing Date occurs, Buyer or its Affiliates shall allow such Transferred Employee to carry over such vacation and sick days to be used in the subsequent calendar year unless such Transferred Employee requests payout at the end of the current calendar year or such payout is required by applicable Law, in either of which events Buyer or its Affiliates will timely make such payments to such Transferred Employee.

(iv) COBRA. On the Closing Date, Seller and its Affiliates shall cease to provide health and welfare coverage to each Transferred Employee and his or her covered dependents and beneficiaries, and Buyer or its Affiliates shall commence providing such coverage to Transferred Employees and his or her covered dependents and beneficiaries. Buyer and its "buying group" (as defined in Treasury Regulation Section 54.4980B-9, Q&A-2(c)) shall be solely responsible for providing continuation coverage under COBRA to those individuals who are or become M&A qualified beneficiaries (as defined in Treasury Regulation Section 54.4980B-9, Q&A-4(a)) with respect to the Transactions contemplated by this Agreement. Buyer and its Affiliates shall provide coverage required by COBRA to Transferred Employees and their eligible

dependents or beneficiaries under group health plans maintained by Buyer or an Affiliate of Buyer with respect to qualifying events occurring after the Closing Date.

(e) Consultation with Unions. The Parties shall, and shall cause their respective Affiliates to, mutually cooperate in undertaking all reasonably necessary or legally required provision of information to, or consultations, discussions or negotiations with, Unions that represent a Covered Employee.

(f) Deferred Compensation. The Seller Parties and their Affiliates shall remain responsible for the payment of all nonqualified deferred compensation due to the Transferred Employees under any Employee Plan.

(g) Restrictive Covenant Assignment. The Seller Parties and their Affiliates shall hereby assign to Buyer all of their rights and interests in any confidentiality, non-solicitation of clients or customers, non-solicitation of employees or consultants, non-interference, non-competition, non-disparagement or similar agreements (existing and in effect as of the date hereof) between the Business and each Transferred Employee, to the extent that such rights and interests protect the interest of the Business and to the extent such assignment is permitted under applicable Law. In the event that such rights and interests are not assignable, Seller shall assist Buyer in the enforcement of such rights and interests.

(h) No Third Party Beneficiaries. Notwithstanding the provisions of this Section 6.10(h) or any provision of the Agreement, nothing in this Section 6.10(h) or the Agreement is intended to or shall (i) create any third party rights, (ii) amend any employee benefit plan, program, policy or arrangement, (iii) require Buyer or any of its Affiliates or any Seller Party or any of its Affiliates to continue any employee benefit plan, program, policy or arrangement beyond the time when it otherwise lawfully could be terminated or modified or as otherwise required herein or (iv) provide any Covered Employee or any Transferred Employee with any rights to continued employment.

(i) Specified Supervisor. Notwithstanding anything else to the contrary herein and for the avoidance of doubt, the individual employee listed last on Schedule 6.10(a) (the "**Specified Supervisor**") hereto shall not be deemed a Covered Employee for any purpose hereunder; provided, however, that the Specified Supervisor shall become a Covered Employee hereunder immediately following the later of (x) the effective date of the Debtors' plan of reorganization and (y) the abandonment or other disposition by the Debtors of the last Excluded Real Property (the "**Supervisor Termination Date**") and the terms and conditions set forth in this Agreement with respect to Covered Employee shall be effective and applicable with respect to the Specified Supervisor only from and after such date notwithstanding any specific timing requirements or other terms and conditions that would otherwise be applicable to any other Covered Employees prior to such date. For the avoidance of doubt, the purpose of this provision is to ensure that the Specified Supervisor does not become, and shall not be construed as, an employee of Buyer or any of Buyer's Affiliates until such time as such Specified Supervisor's duties with respect to the Excluded Real Property shall have been completed or terminated.

Section 6.11 Collective Bargaining Agreements. Prior to the Closing Date, (i) the Bankruptcy Court shall have determined that the Seller Parties can sell the Transferred Assets free

and clear of the Collective Bargaining Agreements set forth on Schedule 4.12(a), (ii) the Unions shall have agreed to waive or remove any successor clauses in the Collective Bargaining Agreements set forth on Schedule 4.12(a) and to waive any claim that Buyer has or is required to assume or succeed to those Collective Bargaining Agreements, or (iii) the Bankruptcy Court shall have granted a motion acceptable to Buyer filed by the applicable Seller Parties pursuant to section 1113(c) of the Bankruptcy Code authorizing the applicable Seller Parties to reject the Collective Bargaining Agreements set forth on Schedule 4.12(a).

Section 6.12 No Successor Liability. The Parties intend that, to the fullest extent permitted by Law (including under section 363(f) of the Bankruptcy Code), upon the Closing, the Buyer shall not be deemed to: (a) be the successor of any Seller Party, including with respect to any Collective Bargaining Agreement and any Employee Plans (except for any Assumed Benefit Plans), (b) have, de facto or otherwise, merged with or into any Seller Party, (c) be a mere continuation or substantial continuation of any Seller Party, or (d) be liable for any acts or omissions of the Seller Parties in the conduct of the Business or arising under, or related to, the Transferred Assets, other than as expressly set forth in this Agreement. The Parties acknowledge and agree that the Transaction was subject to arm's-length negotiating by Buyer and all Seller Parties. Without limiting the generality of the foregoing, and except as otherwise provided in this Agreement, the Parties acknowledge and agree that the Buyer and Buyer's Affiliates (y) shall not be liable for any Liability or Lien (other than Assumed Liabilities) against the Debtors or any of the Debtors' predecessors or Affiliates (other than those of the Transferred Entities), and (z) shall have no successor or vicarious Liability of any kind or character whether known or unknown as of the Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business, the Transferred Assets, any Excluded Liabilities or any other Liabilities of the Seller Parties arising prior to the Closing Date. The Parties agree that the provisions substantially in the form of this Section 6.12 shall be reflected in the Sale Order.

Section 6.13 Insurance Matters.

(a) Buyer Cooperation. Notwithstanding anything to the contrary in the Agreement, each of Seller and Buyer acknowledge and agree that from and after the Closing, to the extent that Buyer (the "**Transferred Policy Holder**") has the right to pursue a claim under any Transferred Insurance Policy that covers or may reasonably be expected to cover in whole or in part any Excluded Liability retained by the Seller Parties (each, a "**Transferred Policy Beneficiary**" and, collectively, the "**Transferred Policy Beneficiaries**," and each such Excluded Liability, a "**Transferred Covered Loss**"), the Transferred Policy Holder shall (to the extent requested in writing from time to time by any Transferred Policy Beneficiary) use reasonable best efforts to file and pursue on behalf of such Transferred Policy Beneficiary claims under the applicable Transferred Insurance Policy(ies) for such Transferred Covered Loss on behalf of such Transferred Policy Beneficiary. The applicable Transferred Policy Beneficiary shall be responsible for all out-of-pocket expenses reasonably incurred by the Transferred Policy Holder in pursuing claims for Transferred Covered Loss on behalf of such Transferred Policy Beneficiary. To the extent that the Transferred Policy Holder actually collects proceeds under any applicable Transferred Insurance Policy pursuant to this Section 6.13(a), the Transferred Policy Holder shall promptly remit any such proceeds (net of any then remaining unreimbursed out-of-pocket expenses reasonably incurred by the Transferred Policy Holder or its Affiliates in connection with

the pursuit of such proceeds) to the applicable Transferred Policy Beneficiary. The Transferred Policy Holder shall not, without the prior written consent of the applicable Transferred Policy Beneficiary, amend, modify or waive any of its rights under the applicable Transferred Insurance Policies to the extent that doing so could reasonably be expected to adversely affect any coverage thereunder of the Transferred Policy Beneficiaries. Subject to the following sentence, the Transferred Policy Holder shall retain the exclusive right to control claims under such Transferred Insurance Policies, provided that the Transferred Policy Beneficiaries shall have the right, but not the duty, to monitor such claims. Upon the request of any Seller Party, Buyer shall use commercially reasonable efforts to cause such Seller Party to be added as an insured on any applicable Transferred Insurance Policy(ies) covering or potentially covering Transferred Covered Losses with respect to which any Seller Party is or may be a Transferred Policy Beneficiary. Each Transferred Policy Beneficiary shall exclusively bear and be liable for (and the Transferred Policy Holder shall have no obligation to repay or reimburse any Transferred Policy Beneficiary or its Affiliates) all uninsured, uncovered, unavailable or uncollectible amounts (including deductibles) relating to or associated with all such claims. In addition, each Transferred Policy Beneficiary shall be responsible for reimbursing the Transferred Policy Holder for any incremental premium increases or fees or other expenses suffered or incurred by the Transferred Policy Holder under any applicable Transferred Insurance Policy covering a Transferred Covered Loss (or any renewal or replacement policy thereto, as applicable) to the extent (and only to such extent) that such increase results from the Transferred Policy Holder's collection of proceeds under such policy on behalf of a Transferred Policy Beneficiary in compliance with the foregoing provisions of this Section 6.13(a). Each Transferred Policy Beneficiary shall also be responsible for any incremental premium increases suffered or incurred by the Transferred Policy Holder under any applicable Transferred Insurance Policy covering a Transferred Covered Loss (or any renewal or replacement policy thereto, as applicable) to the extent (and only to such extent) that such increase arises out of or results from the Transferred Policy Holder effecting a reinstatement of a sum insured or policy limit following erosion or exhaustion of such sum insured or policy limit resulting from the Transferred Policy Holder's collection of proceeds under such policy on behalf of a Transferred Policy Beneficiary in compliance with the provisions of this Section 6.13(a). Notwithstanding anything to the contrary in this Section 6.13(a), the Parties' obligations under this Section 6.13(a) shall cease upon the Wind-Up Date.

(b) Seller Cooperation. Notwithstanding anything to the contrary in the Agreement, each of Seller and Buyer acknowledge and agree that from and after the Closing, to the extent that any Seller Party (the "**Excluded Policy Holder**") has the right to pursue a claim under any occurrence-based Insurance Policy that covers or may reasonably be expected to cover in whole or in part any Assumed Liability assumed by Buyer (the "**Excluded Policy Beneficiary**," and each such Assumed Liability, an "**Excluded Policy Covered Loss**"), including any such policy that would be a Transferred Insurance Policy pursuant to Section 2.02(a)(xxi), but for the fact that such Insurance Policy is not legally transferable or has not yet been legally transferred pursuant to Section 2.03 (each, an "**Excluded Insurance Policy**"), the Excluded Policy Holder shall (to the extent requested in writing from time to time by the Excluded Policy Beneficiary) use reasonable best efforts to file and pursue on behalf of the Excluded Policy Beneficiary claims under the applicable Excluded Insurance Policy(ies) for such Excluded Policy Covered Loss on behalf of the Excluded Policy Beneficiary. The Excluded Policy Beneficiary shall be responsible for all out-of-pocket expenses reasonably incurred by the Excluded Policy Holder in pursuing

claims for Excluded Policy Covered Loss on behalf of the Excluded Policy Beneficiary. To the extent that the Excluded Policy Holder actually collects proceeds under any applicable Excluded Insurance Policy pursuant to this Section 6.13(b), the Excluded Policy Holder shall promptly remit any such proceeds (net of any then remaining unreimbursed out-of-pocket expenses reasonably incurred by the Excluded Policy Holder or its Affiliates in connection with the pursuit of such proceeds) to the Excluded Policy Beneficiary. The Excluded Policy Holder shall not, without the prior written consent of the Excluded Policy Beneficiary, amend, modify or waive any of its rights under the applicable Excluded Insurance Policies to the extent that doing so could reasonably be expected to adversely affect any coverage thereunder of the Excluded Policy Beneficiary. Subject to the following sentence, the Excluded Policy Holder shall retain the exclusive right to control claims under such Excluded Insurance Policies, provided that the Excluded Policy Beneficiary shall have the right, but not the duty, to monitor such claims. Upon the request of Buyer, Seller shall use commercially reasonable efforts to cause Buyer to be added as an insured on any applicable Excluded Insurance Policy(ies) covering or potentially covering Excluded Policy Covered Losses with respect to which Buyer is or may be an Excluded Policy Beneficiary. The Excluded Policy Beneficiary shall exclusively bear and be liable for (and the Excluded Policy Holder shall have no obligation to repay or reimburse the Excluded Policy Beneficiary or its Affiliates) all uninsured, uncovered, unavailable or uncollectible amounts (including deductibles) relating to or associated with all such claims. In addition, the Excluded Policy Beneficiary shall be responsible for reimbursing the Excluded Policy Holder for any incremental premium increases or fees or other expenses suffered or incurred by the Excluded Policy Holder under any applicable Excluded Insurance Policy covering an Excluded Policy Covered Loss (or any renewal or replacement policy thereto, as applicable) to the extent (and only to such extent) that such increase results from the Excluded Policy Holder's collection of proceeds under such policy on behalf of the Excluded Policy Beneficiary in compliance with the foregoing provisions of this Section 6.13(b). The Excluded Policy Beneficiary shall also be responsible for any incremental premium increases suffered or incurred by the Excluded Policy Holder under any applicable Excluded Insurance Policy covering an Excluded Policy Covered Loss (or any renewal or replacement policy thereto, as applicable) to the extent (and only to such extent) that such increase arises out of or results from the Excluded Policy Holder effecting a reinstatement of a sum insured or policy limit following erosion or exhaustion of such sum insured or policy limit resulting from the Excluded Policy Holder's collection of proceeds under such policy on behalf of the Excluded Policy Beneficiary in compliance with the provisions of this Section 6.13(b). Notwithstanding anything to the contrary in this Section 6.13(b), the Parties' obligations under this Section 6.13(b) shall cease upon the Wind-Up Date.

Section 6.14 Guarantees; Other Obligations. At or before the Closing, Buyer shall or shall cause its Affiliates to use commercially reasonable efforts to (i) arrange for substitute letters of credit, guarantees and other obligations to replace (A) any Seller Guarantees listed on Schedule 6.14(A) and outstanding as of the Agreement Date to the extent necessary and required for the operation of the Transferred Assets from and after the Effective Time, and (B) any Seller Guarantees entered into in the Ordinary Course of Business during the Pre-Closing Period, so long as Seller obtained Buyer's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed) before the incurrence of the same (the Seller Guarantees described in the foregoing clauses (i)(A) and (i)(B), collectively, the "**Seller Business Guarantees**") or (ii) assume all obligations under each such Seller Business Guarantees, obtaining

from the creditor, beneficiary or other counterparty a full release (in a form satisfactory to Seller) of all parties liable, directly or indirectly, for reimbursement to the creditor or fulfillment of other obligations to a beneficiary or counterparty in connection with amounts drawn under the Seller Business Guarantees; provided, however, for the avoidance of doubt, the term Seller Business Guarantees as used in this Section 6.14 shall not include, and Buyer and Buyer's Affiliates shall have no Liability or obligation under this Section 6.14 with respect to, any letters of credit, guarantees or other obligations to the extent such letters of credit, guarantees or other obligations relate to the Excluded Assets or Excluded Liabilities. To the extent the beneficiary or counterparty under any Seller Business Guarantee does not accept as of the Closing any such substitute letter of credit, Buyer guarantee or other obligation proffered by Buyer, effective from and after the Closing Date until the Wind-up Date, Buyer shall, and shall cause each of its Affiliates to, (x) indemnify, defend and hold harmless Seller and its Affiliates against, and reimburse Seller and its Affiliates for, all amounts paid, including costs or expenses in connection with such Seller Business Guarantees, including Seller's and its Affiliates' expenses in maintaining such Seller Business Guarantees, whether or not any such Seller Business Guarantee is drawn upon or required to be performed, and shall in any event promptly reimburse Seller and its Affiliates to the extent a Seller Business Guarantee is called upon and Seller or its Affiliates make any payment or are obligated to reimburse the party issuing the Seller Business Guarantee and (y) not, without Seller's prior written consent, amend in any manner adverse to Seller or any of its Affiliates, or extend (or permit the extension of), any Seller Business Guarantee or any obligation support by any Seller Business Guarantee. At the request of Seller, and at any time Seller's or its Affiliates' obligations under any Seller Business Guarantee have not been irrevocably released, Buyer shall provide Seller and its Affiliates, with letters of credit, issued by an issuer reasonably acceptable to Seller and in an amount equal to Seller's and its Affiliates' entire potential Liability pursuant to the immediately preceding sentence. Any such letter of credit, guarantee or other financial assurance obligation shall not expire, terminate or be cancelled until the earlier of (i) Seller and its Affiliates are irrevocably and unconditionally fully released from the entire potential Liability with respect to all Seller Guarantees, and (ii) the Wind-up Date with respect to such Seller or Seller Affiliate.

Section 6.15 Europe/ROW Buyer.

(a) Seller shall use good faith efforts to obligate the Europe/ROW Buyer to agree to the terms and conditions of the IP Cross License Agreement, the Trademark Co-Existence Agreement, the TSA and the Supply Agreement.

(b) Buyer shall cooperate and negotiate in good faith with the Seller Parties and the Europe/ROW Buyer to agree to the final forms of the Transaction Agreements referred to in Section 6.15(a) no later than the earlier to occur of the Closing hereunder or the Europe/ROW Closing, and if the Europe/ROW Closing is to occur prior to the Closing hereunder and the Transaction Agreements are in a final form, Buyer shall deliver a written acknowledgement that the Transactions Agreements are in final form to be executed and effective at the Closing hereunder; provided, that, Seller shall deliver to Buyer the proposed list of registrations and applications for Exide Licensed IP (as defined in Schedule C) by no later than fourteen (14) days following the Agreement Date.

Section 6.16 Financial Reporting. After the date hereof and prior to the Closing Date,

(a) for each full fiscal month beginning July 1, 2020, Seller shall cause to be delivered to Buyer within thirty (30) days after the last day of such month an unaudited consolidated balance sheet of the Americas operations of Exide Holdings, Inc. and its Subsidiaries at the last day of such month and unaudited consolidated statements of income and cash flows of the Americas operations of Exide Holdings, Inc. and its Subsidiaries, for such month and for the period from the beginning of the then current fiscal year to the end of such fiscal month, (b) for each full fiscal quarter beginning with the fiscal quarter ending March 31, 2020, Seller shall cause to be delivered to Buyer within fifty-five (55) days after the last day of such quarter an unaudited consolidated balance sheet of the Americas operations of Exide Holdings, Inc. and its Subsidiaries at the last day of such quarter and unaudited consolidated statements of income and cash flows of the Americas operations of Exide Holdings, Inc. and its Subsidiaries, for such quarter and the for the period from the beginning of the then current fiscal year to the end of such fiscal quarter, and (c) for the fiscal year ended March 31, 2020, Seller shall cause to be delivered to Buyer within ninety (90) days after March 31, 2020, the unaudited consolidated balance sheet of the Americas operations of Exide Holdings, Inc. and its Subsidiaries and consolidated statements of income and cash flows of the Americas operations of Exide Holdings, Inc. and its Subsidiaries for such period then ended; provided, that in each of clauses (a) through (c) hereof, the financial statements delivered pursuant thereto shall be subject to normal year-end audit adjustments and other items, such as footnotes, shall be omitted.

Section 6.17 Disclosure Schedule Supplement. The Seller may, from time to time prior to the Closing, by notice in accordance with the terms of this Agreement, supplement or amend any Schedule contained in the Disclosure Schedules in order to add information relating to, or resulting from, facts or events occurring subsequent to the execution of this Agreement (each, a "**Disclosure Schedule Supplement**"). In the event that the Seller provides any Disclosure Schedule Supplement, the matters set forth on such Disclosure Schedule Supplement shall not be effective to cure and correct any breach of any representation, warranty or covenant, which would have existed if Seller had not provided such Disclosure Schedule Supplement, including for purposes of termination rights or for determining satisfaction of any condition contained herein. In the event that, prior to the Closing, Seller provides Buyer a Disclosure Schedule Supplement pursuant to the terms of this Section 6.17 due to facts or events occurring subsequent to the execution of this Agreement that, but for this Section 6.17, would entitle Buyer to terminate this Agreement pursuant to Section 11.01(c) (a "**Significant Schedule Supplement**"), Buyer may terminate this Agreement in accordance with Section 11.01(c) within ten (10) Business Days of receipt of such Significant Schedule Supplement. If Buyer does not deliver a termination notice within such ten (10) Business Day period, Buyer shall be deemed to have waived any and all rights, remedies or other recourse to which Buyer might otherwise be entitled in respect of a breach that would be cured by such Significant Schedule Supplement, and such Significant Schedule Supplement shall be effective to cure and correct for all other purposes any breach of any representation, warranty or covenant which would have existed if Seller had not provided such Significant Schedule Supplement, and all references to any Schedule hereto which is supplemented or amended by such Significant Schedule Supplement shall for all purposes after the Closing be deemed to be a reference to such Schedule as so supplemented or amended.

Section 6.18 BM Assembly Line. Subject the entry of the Sale Order or any other Order of the Bankruptcy Court approving the BMAL Transfer (defined below), prior to the Closing, Seller shall sell and transfer to Europe Exide Corporation Limited or one of its Affiliates (other than a Transferred Entity) all of its right, title and interest in, to and under the assets set forth on Schedule 6.18 (the "**BMAL Transfer**"). From and after the consummation of the BMAL Transfer, such assets set forth on Schedule 6.18 shall constitute Excluded Assets and all Liabilities arising thereunder shall constitute Excluded Liabilities hereunder.

## ARTICLE VII

## POST-CLOSING COVENANTS

Section 7.01 Access.

(a) From and after the Closing Date, in connection with any reasonable business purpose, including the preparation or amendment of Tax Returns, claims or obligations relating to Excluded Liabilities, financial statements, any Action to which Seller or any of its Affiliates is a party, the requirements of any Laws applicable to Seller, or its Affiliates or the determination of any matter relating to the rights or obligations of the Seller Parties or any of their Affiliates under any Transaction Agreement, or as is necessary to administer, or satisfy their obligations in connection with, the Bankruptcy Cases, upon reasonable prior written notice, and except to the extent necessary to (i) ensure compliance with any applicable Law or an Order of the Bankruptcy Court, (ii) preserve any applicable privilege (including the attorney-client privilege) or (iii) comply with any contractual confidentiality obligations, Buyer shall, and shall cause each of the Transferred Entities, their respective Affiliates and their respective Representatives to (as Seller's sole cost and expense), during normal business hours, (A) afford each Seller Party, their respective Representatives and their respective Affiliates reasonable access to the properties, books and records of Buyer and its Affiliates in respect of any of the Transferred Entities, the Business, the Transferred Assets and the Assumed Liabilities, in each case, to the extent relating to any period prior to the Closing Date, (B) furnish to each Seller Party, their respective Representatives and their respective Affiliates such additional financial and other information regarding the Transferred Entities, the Business, the Transferred Assets and the Assumed Liabilities as any Seller Party or their respective Representatives may from time to time reasonably request, in each case, to the extent relating to any period prior to the Closing Date and (C) make available to each Seller Party, their respective Representatives and their respective Affiliates those employees of Buyer or its Affiliates whose assistance, expertise, testimony, notes or recollections or presence may be necessary to assist such Seller Party, their respective Representatives or their respective Affiliates in connection with its inquiries for any purpose referred to above, including the presence of such Persons for interviews and depositions and as witnesses in hearings or trials for such purposes; provided, however, that such investigation shall not unreasonably interfere with the business or operations of Buyer or any of its Affiliates; and provided, further, that the auditors and accountants of Buyer or its Affiliates shall not be obligated to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants. Notwithstanding anything to the contrary herein, the Seller Parties shall have continued access to

all Transferred Books and Records as is necessary to administer the Bankruptcy Cases and the Seller Parties may retain copies of such Transferred Books and Records, as necessary or appropriate in connection with such purpose.

(b) If so requested by Buyer, on the one hand, or Seller or any of its Affiliates, on the other hand, Seller or one of its Affiliates, or Buyer or one of its Affiliates, as the case may be, shall enter into a customary joint defense agreement or common interest agreement with Buyer and its Affiliates, or Seller and its Affiliates, as applicable, with respect to any information to be provided to Seller or its Affiliates pursuant to Section 7.01(a).

Section 7.02 Directors' and Officers' Indemnification and Exculpation.

(a) Buyer agrees that all rights of the individuals who on or prior to the Closing Date were directors, officers, managers or employees (in all of their capacities) of the Transferred Entities (collectively, the "**D&O Indemnified Parties**") shall be entitled to indemnification and exculpation from Liabilities for acts or omissions occurring at or prior to the Closing Date as provided in the organizational documents of the Transferred Entities, as applicable, as in effect on the Agreement Date, which obligation shall survive the Closing Date and shall continue in full force and effect against the applicable Transferred Entity in accordance with the terms of such organizational document. Such rights shall not be amended or otherwise modified in any manner that would adversely affect the rights of the D&O Indemnified Parties, unless such modification is required by Law.

(b) The provisions of this Section 7.02 are intended to be for the benefit of and shall be enforceable by, each D&O Indemnified Party, his or her successors and heirs and his or her legal Representatives (but no other third parties). The obligations of Buyer under this Section 7.02 shall not be amended, terminated or modified in such a manner as to adversely affect any D&O Indemnified Party (including such Person's successors, heirs and legal Representatives) to whom this Section 7.02 applies without the written consent of the affected D&O Indemnified Party (it being expressly agreed that the D&O Indemnified Parties to whom this Section 7.02 applies shall be third-party beneficiaries of this Section 7.02), and this Section 7.02 shall be enforceable by such D&O Indemnified Parties and their respective successors, heirs and legal Representatives and shall be binding on all successors and assigns of Buyer and each Transferred Entity.

(c) If Buyer or, following the Closing and prior to the sixth (6th) anniversary of the Closing Date, any Transferred Entity, or any of their respective successors or assigns, (i) shall consolidate with or merge into any other corporation or entity and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) shall transfer all or substantially all of its properties and assets to any Person, then, and in such case, Buyer shall use commercially reasonable efforts to cause proper provisions to be made so that the successors and assigns of Buyer or such Transferred Entity or any of their respective successors or assigns, as the case may be, shall assume all of the obligations set forth in this Section 7.02(c).

Section 7.03 Preservation of Books and Records. Seller and its Affiliates shall have the right to retain copies of all books and records of the Business relating to periods ending on or before the Closing Date. Buyer agrees that it shall preserve and keep all original books and records in respect of the Business in the possession or control of Buyer or its Affiliates for the longer of

(a) any applicable statute of limitations and (b) a period of the earlier of (x) six (6) years from the Closing Date and (y) the Wind-Up Date. During such period, (i) Representatives of Seller and its Affiliates shall, upon reasonable notice and for any reasonable business purpose (including the purposes described in Section 7.01), have access during normal business hours to examine, inspect and copy such books and records and (ii) Buyer shall provide to Seller and its Affiliates access to such original books and records of the Transferred Entities or the Business as Seller or its Affiliates shall reasonably request. Seller or its Affiliates, as applicable, shall return such original books and records to Buyer or such Affiliate as soon as such books and records are no longer needed in connection with the circumstances described in the immediately preceding sentence. After such period, before Buyer or any Affiliate shall dispose of any of such books and records, Buyer shall give at least ninety (90) days' prior written notice to Seller of its intention to dispose such books and records, and Seller and/or any of its respective Affiliates shall be given an opportunity, at their cost and expense, to remove and retain all or any part of such books and records as it or they may elect.

Section 7.04 Further Assurances. From time to time following the Closing, the Parties shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all reasonable further conveyances, notices, assumptions, releases and acquittances and such instruments, and shall take such reasonable actions as may be necessary or appropriate to make effective the Transactions as may be reasonably requested by the other Party (including (a) transferring back to Seller or its designees each Excluded Asset and any asset or Liability not contemplated by this Agreement to be a Transferred Asset or an Assumed Liability, respectively, which asset or Liability was transferred to Buyer at the Closing and (b) transferring to Buyer (and having Buyer assume) any asset or Liability contemplated by this Agreement to be a Transferred Asset or an Assumed Liability, respectively, which was not transferred to Buyer at the Closing); provided, however, that except for Buyer's obligations to discharge an Assumed Liability and as otherwise provided pursuant to Section 2.03, nothing in this Section 7.04 shall require any Party or its Affiliates to pay money to, commence or participate in any Action with respect to, or offer or grant any accommodation (financial or otherwise) to, any third party following the Closing.

## ARTICLE VIII

## BANKRUPTCY PROVISIONS

Section 8.01 [RESERVED].

Section 8.02 Competing Transaction.

(a) This Agreement is subject to approval by the Bankruptcy Court and the consideration by the Seller Parties and the Transferred Entities of higher or better competing transactions (including any plan of reorganization, recapitalization or restructuring transaction) in respect of all or any part of the Transferred Assets, the Assets and the Transferred Equity Interests (each a "**Competing Transaction**"), as determined in the Seller Parties' sole and exclusive discretion, and subject to the provisions of the Bidding Procedures Order and Supplemental Bidding Procedures Order.

Section 8.03 Bankruptcy Court Filings.

(a) Buyer agrees that it will promptly take such actions as are reasonably requested by Seller to assist in obtaining entry of the Sale Order and a finding of adequate assurance of future performance by Buyer, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement and demonstrating that Buyer is a "good faith" purchaser under section 363(m) of the Bankruptcy Code. In the event the entry of the Sale Order or the Bidding Procedures Order shall be appealed, Seller and Buyer shall use their respective commercially reasonable efforts to defend such appeal.

(b) From and after the date of entry of the Sale Order and until the Closing Date, to the extent reasonably practicable, the Seller Parties shall deliver to Buyer drafts of any material pleadings, motions, notices, statements, schedules, applications, reports and other papers to be filed or submitted in connection with the Agreement and the operation of the Business, in each case, for Buyer's prior review and comment at least two (2) Business Days prior to the filing or submission thereof (provided if it is not practicable to deliver the same within two (2) Business Days of the filings date as soon as practicable thereafter), and such filings shall be reasonably acceptable to Buyer to the extent related to the Transferred Assets, Transferred Equity Interests, and Assumed Liabilities, or any of Buyer's obligations hereunder.

Section 8.04 Back-Up Bidder. Seller and Buyer agree that Buyer will be a "Back-Up Bidder" if and only if Buyer submits the second highest or second best bid at the Auction (as determined by the Seller Parties) and is named the Back-Up Bidder. If Buyer becomes the Back-Up Bidder and Seller gives notice (the "**Back-Up Trigger Notice**") to Buyer on or before the Back-Up Trigger Notice Date that Seller (i) failed to consummate the sale with the winning bidder, and (ii) has terminated the purchase agreement with the winning bidder, then Buyer shall consummate the transactions in accordance with its rebid.

## ARTICLE IX

## TAX MATTERS

Section 9.01 Transfer Taxes. Notwithstanding anything to the contrary in this Agreement, to the extent not exempt under the Sale Order or section 1146 of the Bankruptcy Code, (a) where Buyer is liable under applicable Law to pay any Transfer Tax imposed or arising with respect to the Transactions or any component thereof, Buyer shall promptly pay and discharge such Transfer Tax, and (b) where any of the Seller Parties is liable under applicable Law to pay any Transfer Tax imposed or arising with respect to the Transactions or any component thereof, Buyer shall pay the amount of such Transfer Tax to the Seller Parties and shall indemnify, defend and hold harmless the Seller Parties and any of their Affiliates and Representatives from and against any such Transfer Taxes (unless such indemnity is prohibited by (or otherwise invalid under) applicable Law in which case Buyer shall indemnify, defend and hold harmless the Seller Parties for an amount equal to any such Transfer Taxes). The Party required by Law to file a Tax Return with respect to such Transfer Taxes shall, with the cooperation of the other Party, timely prepare and file such Tax Return. If the Seller Parties or any of their Affiliates (other than a Transferred Entity) is required to pay any Transfer Tax, Buyer shall within five (5) days of receipt of evidence of filing reimburse the Seller Parties for any Transfer Taxes paid by the Seller Parties

or such Affiliate in connection with the filing of the applicable Tax Return. Buyer and Seller each agree to timely sign and deliver (or to cause their respective Affiliates to timely sign and deliver) such certificates or forms as may be necessary or appropriate and to otherwise cooperate to establish any available exemption from (or otherwise reduce) any Transfer Taxes. No sums payable, or consideration given, by Buyer under this Agreement should be reduced by the amount of any Transfer Tax, and Buyer shall pay any Transfer Tax chargeable on those sums or consideration. All refunds or credits of VAT paid by Buyer under this provision shall belong to Buyer.

Section 9.02 Tax Adjustments. Taxes (other than Transfer Taxes) imposed upon or assessed directly against the Transferred Assets or Transferred Equity Interests (including ad valorem taxes, real estate Taxes, personal property Taxes and similar Taxes, and for the avoidance of doubt not to include Taxes of the Transferred Entities) for the Tax period in which the Closing occurs (the "**Straddle Period**") will be apportioned and prorated between Seller Parties and Buyer as of the Closing Date. Buyer shall bear its proportionate share of such Taxes (which shall be equal to the product obtained by multiplying (i) a fraction, the numerator being the number of days in the Straddle Period following the Closing Date and the denominator being the total number of days in the Straddle Period, times (ii) the amount of such Taxes), and the Seller Parties shall bear the remaining portion of such Taxes.

Section 9.03 Tax Cooperation. Without limiting the obligations set forth in Sections 6.02 and 7.01, the Parties shall furnish or cause to be furnished to each other, upon request, and at the sole cost of the requesting Party, as promptly as practicable, such information and assistance relating to the Transferred Entities and the Transferred Assets as is reasonably necessary for the filing of Tax Returns, the making of any election related to Taxes permitted to be made under this Agreement, and the preparation for, or the prosecution or defense of, any audit, claim, demand, proposed adjustment or deficiency relating to Taxes, and any other matter or proceeding relating to Taxes. Buyer agrees that it shall preserve and keep, or cause to be preserved and kept, all original books and records related to the Business relating to Taxes with respect to any Pre-Closing Tax Period and in the possession of Buyer or its Affiliates in accordance with Section 7.03. With respect to the taxable period ending March 31, 2021, Buyer shall take all reasonable actions to prevent any Transferred Entity from realizing "subpart F income" (within the meaning of Section 952 of the Code) or "global intangible low-taxed income" (within the meaning of Section 951A(b) of the Code).

Section 9.04 Post-Closing Filing of Transferred Entity Tax Returns.

(a) The Seller Parties shall prepare and file (or cause to be prepared and filed) any Tax Return of any Transferred Entity (i) due on or before the Closing Date, or (ii) filed on an affiliated, consolidated, combined or unitary basis with any of the Seller Parties or any of their Affiliates (other than a Transferred Entity) for taxable years or periods beginning on or before the Closing Date that is due after the Closing Date. With respect to each such Tax Return prepared and filed by the Seller Parties pursuant to this Section 9.04(a), the Seller Parties shall be responsible for any Taxes of the Seller Parties or any of their Affiliates (other than, as to Tax Returns due after the Closing Date, a Transferred Entity) shown as due on such Tax Returns. Buyer shall be

responsible for and pay an amount equal to all other Taxes shown as due on such Tax Returns to the Seller Parties at least ten (10) days prior to the due date for payment of such Taxes.

(b) To the extent possible under applicable Law, the Parties shall take such actions as shall be necessary or appropriate to cause the taxable year of each Transferred Entity to close for income Tax purposes, as of the close of business on the Closing Date in all applicable Tax jurisdictions.

(c) Except with the Seller's consent (which consent shall not be unreasonably withheld, conditioned or delayed), neither Buyer nor any Affiliate of Buyer shall (or shall cause or permit any Transferred Entity to) (x) settle or compromise any audit, claim, demand, proposed adjustment, deficiency, assessment or administrative or judicial proceeding relating to, or (y) amend, refile or otherwise modify (or grant an extension of any statute of limitation with respect to) any Tax Return described in Section 9.04(a).

Section 9.05 Code Section 338 Election. In the event Buyer provides Seller with written notice of its intent to make an election in accordance with the provisions of Code Section 338(h)(10) Code within sixty (60) days after the Closing Date, Buyer and Seller hereby agree that they shall elect to treat the purchase of the Transferred Equity Interests in accordance with the provisions of Code Section 338(h)(10) and Treasury Regulation Section 1.338(h)(10)-1. In such a case, Buyer and Seller shall jointly make a timely election pursuant to Code Section 338(h)(10) with respect to the purchase and sale of the Transferred Equity Interests hereunder.

Section 9.06 Canadian Transfer Tax Elections. In the event that Buyer provides Seller on or before the Closing Date with confirmation that it is registered under Part IX of the *Excise Tax Act (Canada)* and Chapter VIII of the *Quebec Sales Tax Act*, and its registration numbers, then Buyer and Seller shall, if applicable, execute jointly an election under section 167 of the *Excise Tax Act (Canada)* and an election under section 75 of the Act respecting *Québec Sales Tax* to have the sale of the relevant Transferred Assets take place without the imposition of Canadian goods and services or harmonized sales Tax, and without the imposition of Quebec sales Tax, and Buyer shall file such elections within the prescribed time.

Section 9.07 Survival. The obligations set forth in this Article IX with respect to Taxes shall survive until the date that is thirty (30) days following the expiration of the applicable statute of limitations.

## ARTICLE X

## CONDITIONS TO CLOSING

Section 10.01 Conditions to Obligations of Seller. The obligation of Seller or any other Seller Party to consummate the Transactions shall be subject to the satisfaction or written waiver by Seller in its sole discretion, at or before the Closing, of each of the following conditions:

(a) Representations and Warranties; Covenants.

(i) all representations and warranties of Buyer contained in Article V of this Agreement shall be true and correct in all material respects as of the Closing as if made on the Closing Date (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct in all material respects as of such specific date); provided, however, that for purposes of determining the satisfaction of the condition in this clause (i), no effect shall be given to any qualifier of "material" in such representations and warranties;

(ii) the covenants contained in this Agreement required to be complied with by Buyer on or before the Closing shall have been complied with in all material respects; and

(iii) Seller shall have received a certificate signed by an authorized officer of Buyer, dated as of the Closing Date, certifying as to the satisfaction of the matters set forth in the foregoing clauses (i) and (ii).

(b) Government Approvals. Any applicable waiting periods under the HSR Act shall have expired or been terminated and all other Required Approvals shall have been obtained or, if applicable, shall have expired, shall have been waived by the applicable Government Authority or shall have been terminated.

(c) No Order. There shall be no Order in existence that prohibits the sale of the Transferred Equity Interests, the sale of the Transferred Assets or the other Transactions.

(d) Transaction Agreements. Buyer shall have executed and delivered to Seller, all Buyer Transaction Agreements.

(e) Sale Order. The Bankruptcy Court shall have entered the Sale Order and such Sale Order shall be effective and not be subject to any stay.

Section 10.02 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the Transactions contemplated by this Agreement shall be subject to the satisfaction or written waiver by Buyer in its sole discretion, at or before the Closing, of each of the following conditions:

(a) Representations and Warranties; Covenants.

(i) The representations and warranties of Seller contained in Section 4.01 (Formation and Qualification of the Transferred Entities), Section 4.02 (Capital Structure of the Transferred Entities), Section 4.03 (Formation and Authority of the Seller Parties; Enforceability), Section 4.04 (No Conflict), and Section 4.16 (Brokers) shall be true and correct on the Agreement Date and on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date, in which case it shall be true and correct as of such specified date);

(ii) all other representations and warranties of Seller contained in this Agreement shall be true and correct on the Agreement Date and on and as of the Closing as if

made on the Closing Date (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct as of such date), except for breaches or inaccuracies, as the case may be, as to matters that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect; provided, however, that for purposes of determining the satisfaction of the condition in this clause (ii), no effect shall be given to any qualifier of "material" or "Material Adverse Effect" in such representations and warranties (except in each case for Section 4.07(b));

(iii) the covenants contained in this Agreement required to be complied with by the Seller Parties on or before the Closing shall have been complied with in all material respects; and

(iv) Buyer shall have received a certificate signed by an authorized officer of Seller, dated as of the Closing Date, certifying as to the satisfaction of matters set forth in the foregoing clauses (i), (ii), and (iii).

(b) Government Approvals. Any applicable waiting periods under the HSR Act shall have expired or been terminated and all other Required Approvals shall have been obtained or, if applicable, shall have expired or been waived by the applicable Government Authority, or shall have been terminated.

(c) Environmental Approvals. Subject to Buyer's timely satisfaction of its obligations pursuant to Section 6.04(a), Buyer shall have obtained all approvals (which may be temporary in nature), other than approvals the failure of which to obtain would not materially and adversely affect Buyer's ability to operate any of the facilities as they are presently being operated, required under Environmental Laws and Environmental Permits that must be obtained prior to the Effective Time in order for Buyer to continue lawfully operating any of the facilities as they are presently being operated, in each case without the imposition of additional or modified conditions and requirements that would impose material additional costs.

(d) No Order. There shall be no Order in existence that prohibits the sale of the Transferred Equity Interests, the sale of the Transferred Assets or the other Transactions.

(e) Certain Transaction Agreements. Each of the TSA, IP Cross License Agreement, the Trademark Co-Existence Agreement, and the Supply Agreement Transaction Agreement shall been fully negotiated and in a final form, which shall include the applicable terms set forth on Schedule C and, subject to Section 6.15, be in a form and substance reasonably acceptable to Seller and Buyer.

(f) Seller Transaction Agreements. The Seller Parties shall have executed and delivered, or caused to be executed and delivered, to Buyer all Seller Transaction Agreements.

(g) Sale Order. The Bankruptcy Court shall have entered the Sale Order and such Sale Order shall be effective and not subject to any stay.

(h) Collective Bargaining Agreements. (i) The Bankruptcy Court shall have determined that the Seller Parties can sell the Transferred Assets free and clear of the Collective

Bargaining Agreements set forth on Schedule 4.12(a), (ii) the Buyer and Seller Parties shall have negotiated and consented to a Modified Labor Agreement with the Unions who are parties to the Modified Labor Agreements that shall not include the requirement that Buyer or its Affiliates sponsor or contribute to a single employer defined benefit pension plan, retiree medical or life insurance plan or multiemployer pension plan, (iii) the Unions shall have agreed to waive or remove any successor clauses in the Collective Bargaining Agreements set forth on Schedule 4.12(a) and to waive any claim that Buyer has or is required to assume or succeed to those Collective Bargaining Agreements, or (ix) the Bankruptcy Court shall have granted a motion acceptable to Buyer filed by the applicable Seller Parties pursuant to section 1113(c) of the Bankruptcy Code authorizing the applicable Seller Parties to reject the Collective Bargaining Agreements set forth on Schedule 4.12(a).

(i) Pension Liabilities. The Bankruptcy Court shall have determined that the Seller Parties can sell the Transferred Assets free and clear of any and all Liabilities related to any Employer Plan that is subject to Title IV of ERISA.

Section 10.03 Frustration of Closing Conditions. Neither Seller nor Buyer may rely on the failure of any condition set forth in this Article X to be satisfied if such failure was caused by such Party's failure to act in good faith, to use commercially reasonable efforts to cause the Closing Conditions of each such other Party to be satisfied, or to satisfy its obligations set forth in Section 6.04.

Section 10.04 Waiver of Closing Conditions. Upon the occurrence of the Closing, any condition set forth in this Article X that was not satisfied as of the Closing shall be deemed to have been waived as of and from the Closing.

## ARTICLE XI

## TERMINATION

Section 11.01 Termination. Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated before the Closing:

(a) by the mutual written consent of Seller and Buyer;

(b) by Seller, if Buyer shall have breached any representation or warranty or failed to comply with any covenant or agreement applicable to Buyer that would cause any Closing Condition set forth in Section 10.01(a) not to be satisfied, and (i) such breach is not waived by Seller or (ii) if such breach has not been waived by Seller but is curable and is not cured by Buyer prior to the earlier to occur of (A) ten (10) Business Days after receipt by Buyer of Seller's notice of its intent to terminate and (B) the Outside Date; provided, however, that Seller is not then in material breach of this Agreement, which breach, either individually or in the aggregate with other breaches by the Seller, would result in, if occurring or continuing on the Closing Date, the failure of the Closing Conditions set forth in Section 10.02;

(c) by Buyer, if Seller shall have breached any representation or warranty or failed to comply with any covenant applicable to Seller that would cause any Closing Condition

set forth in Section 10.02(a) not to be satisfied, and (i) such breach is not waived by Buyer or (ii) if such breach has not been waived by Buyer but is curable and is not cured by Seller prior to the earlier to occur of (A) ten (10) Business Days after receipt by Seller of Buyer's notice of its intent to terminate and (B) the Outside Date; provided, however, that Buyer is not then in material breach of this Agreement, which breach, either individually or in the aggregate with other breaches by Buyer, would result in, if occurring or continuing on the Closing Date, the failure of any of the Closing Conditions set forth in Section 10.01;

(d) by either Seller or Buyer, if the Closing shall not have occurred by (i) August 27, 2020 or (ii) if Buyer is declared the Back-Up Bidder in accordance with Section 8.04, by September 30, 2020 (as either such date may be extended by mutual agreement of the Parties in writing, the "**Outside Date**"); provided, that if the Closing shall not have occurred on or before the Outside Date due to a material breach of any representations, warranties or covenants contained in this Agreement by Buyer or Seller, then the breaching Party may not terminate this Agreement pursuant to this Section 11.01(d);

(e) by either Seller or Buyer, in the event that any Government Authority of competent jurisdiction shall have issued an Order that permanently enjoins the consummation of the purchase of the Transferred Equity Interests or the Transferred Assets, or the Transaction and such Order shall have become a Final Order; provided, however, that the right to terminate this Agreement under this Section 11.01(e) shall not be available to Seller or Buyer whose action or failure to fulfill any obligation under this Agreement has been the cause of, or has resulted in, the issuance of such Order or other action;

(f) by either Seller or Buyer (unless Buyer is the Back-Up Bidder), if (i) any Seller Party enters into a definitive agreement with respect to a Competing Transaction or (ii) the Bankruptcy Court enters an Order approving a Competing Transaction;

(g) by Buyer, if any of the Bankruptcy Cases is dismissed, converted to a case or cases under Chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs, the business, or the reorganization of any Seller Party is appointed in the Bankruptcy Cases;

(h) [RESERVED];

(i) [RESERVED]; or

(j) by Buyer, if Seller has failed to obtain entry of an effective and unstayed Sale Order that is reasonably acceptable to Buyer by no later than August 10, 2020.

Section 11.02 Notice of Termination. If either Buyer or Seller desires to terminate this Agreement pursuant to Section 11.01, such Party shall give written notice of such termination to the other Party, which notice shall include the specific subsection under which termination is sought.

Section 11.03 Effect of Termination.

(a) If this Agreement is terminated pursuant to Section 11.01, this Agreement shall thereupon become null and void and of no further force and effect, except for the provisions of (i) Section 6.03, (ii) this Section 11.03; (iv) Article XII (excluding Section 12.04) and Exhibit A; provided, that, nothing in this Section 11.03 shall be deemed to (A) release any Party from any Liability for any breach by such Party of any term of this Agreement prior to the date of termination for any knowing and intentional breach of this Agreement or Fraud committed against the non-breaching Party, as determined by the Bankruptcy Court or (B) impair the right of any Party to compel specific performance by any other Party of its obligations under this Agreement.

(b) In the event of a valid termination of this Agreement by Seller pursuant to Section 11.01(b), then Buyer and Seller shall, within two (2) Business Days after the date of such termination, deliver Joint Written Instructions to the Escrow Agent directing the Escrow Agent to deliver an amount equal to the Escrowed Funds (together with all accrued investment income thereon (if any)) to Seller. Buyer acknowledges that the agreements contained in this Section 11.03(b) are an integral part of the Transactions, and that without these agreements, Seller would not have entered into this Agreement; accordingly, if Buyer fails to timely pay any amount due pursuant to this Section 11.03(b) and, in order to obtain such payment, Seller commences an Action which results in a judgment against Buyer for any such payment set forth in this Section 11.03(b), Buyer shall pay Seller its costs and expenses (including reasonable attorney's fees and disbursements) in connection with such Action, together with interest on such payment at the Interest Rate through the date such payment was actually received. Seller's receipt of the Escrowed Funds (if any when payable pursuant to the terms of this Section 11.03(b) shall constitute liquidated damages and the sole and exclusive remedy of Seller and its Affiliates against Buyer and any of its Affiliates and each of their respective Representatives for any and all losses and other damages that may be suffered or incurred by Seller, Seller's Affiliates and each of their respective Representatives based upon, relating to, resulting from or arising out of this Agreement or the Transactions, any breach hereof or any failure to perform or comply with any covenant or other obligation hereunder and the circumstances giving rise to such termination. Further, Buyer agrees that Seller may seek any other remedies at Law or in equity arising from Buyer's breach of this Agreement, pursuant to Section 11.03(a) and Section 12.17; provided, however, that in no event shall (i) Seller be entitled to both any such other remedy and also to receive the Escrowed Funds, and (ii) in no event shall the Escrowed Funds (or an amount equal thereto) be paid on more than one occasion.

(c) In the event of a termination of this Agreement pursuant to Section 11.01, other than a termination pursuant to Section 11.01(b), then Buyer and Seller shall, within two (2) Business Days after the date of such termination, deliver Joint Written Instructions to the Escrow Agent directing the Escrow Agent to deliver an amount equal to the Escrowed Funds (together with all accrued investment income thereon (if any)) to Buyer.

## ARTICLE XII

## MISCELLANEOUS

Section 12.01 Rules of Construction. The following rules of construction shall govern the interpretation of this Agreement:

(a) references to "applicable" Law or Laws with respect to a particular Person, thing or matter means only such Law or Laws as to which the Government Authority that enacted or promulgated such Law or Laws has jurisdiction over such Person, thing or matter as determined under the Laws of the State of Delaware as required to be applied thereunder by the Bankruptcy Court; references to any statute, rule, regulation or form (including in the definition thereof) shall be deemed to include references to such statute, rule, regulation or form as amended, modified, supplemented or replaced from time to time (and, in the case of any statute, include any rules and regulations promulgated under such statute), and all references to any section of any statute, rule, regulation or form include any successor to such section;

(b) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is referenced in beginning the calculation of such period will be excluded (for example, if an action is to be taken within two (2) days after a triggering event and such event occurs on a Tuesday, then the action must be taken by Thursday); if the last day of such period is a non-Business Day, the period in question will end on the next succeeding Business Day;

(c) whenever the context requires, words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender;

(d) (i) the provision of a table of contents, the division into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement and (ii) references to the terms "Article," "Section," "subsection," "subclause," "clause," "Schedule" and "Exhibit" are references to the Articles, Sections, subsections, subclauses, clauses, Schedules and Exhibits to this Agreement unless otherwise specified;

(e) (i) the terms "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement, including the Schedules and Exhibits thereto, (ii) the terms "thereof," "therein," "thereby," "thereto" and derivative or similar words refer to this Agreement to which the context refers, including the Schedules and Exhibits thereto, (iii) the terms "include," "includes," "including" and words of similar import when used in this Agreement mean "including, without limitation" unless otherwise specified, (iv) the term "any" means "any and all" and (v) the term "or" shall not be exclusive and shall mean "and/or";

(f) (i) references to "days" means calendar days unless Business Days are expressly specified, (ii) references to "written" or "in writing" include in electronic form (including by e-mail transmission or electronic communication by portable document format (.pdf)) and (iii) references to "$" mean U.S. dollars;

(g) references to any Person includes such Person's successors and permitted assigns;

(h) whenever this Agreement requires any Seller Party, to take any action, such requirement shall be deemed to involve an undertaking on the part of the Seller to take such action, or to cause such Seller Party, to take such action;

(i) unless the context otherwise requires, the word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not mean simply "if"; and

(j) each Party has participated in the negotiation and drafting of this Agreement, and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any provision in this Agreement; the language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Party. Further, prior drafts of this Agreement or any ancillary agreements, schedules or exhibits thereto or the fact that any clauses have been added, deleted or otherwise modified from any prior drafts of this Agreement or any ancillary agreements, schedules or exhibits hereto shall not be used as an aide of construction or otherwise constitute evidence of the intent of the Parties; and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of such prior drafts.

Section 12.02 Expenses. Except as otherwise specified in the Transaction Agreements, each Party will pay its own costs and expenses, including legal, consulting, financial advisor and accounting fees and expenses, incurred in connection with the Transaction Agreements and the Transactions, irrespective of when incurred or whether or not the Closing occurs.

Section 12.03 Notices. All notices and other communications under or by reason of this Agreement shall be in writing and shall be deemed to have been duly given or made (a) when personally delivered, (b) when delivered by e-mail transmission with receipt confirmed or (c) upon delivery by overnight courier service, in each case, to the addresses and attention parties indicated below (or such other address, e-mail address or attention party as the recipient party has specified by prior notice given to the sending party in accordance with this Section 12.03):

If to Seller, to:

Exide Technologies, LLC
13000 Deerfield Parkway
Suite 200
Milton, GA 30004
Attention: Legal Department
E-mail: bob.penman@exide.com
keith.scott@exide.com

with a copy (which will not constitute notice) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153

Attention: Ray C. Schrock, P.C.;
Sunny Singh, Esq.;
Mariel E. Cruz, Esq.
E-mail: ray.schrock@weil.com
sunny.singh@weil.com
mariel.cruz@weil.com

If to Buyer or Guarantor, to:

Battery BidCo, LLC
100 Northfield Street
Greenwich, CT 06830
Attn: Jacob D. Hudson
Email: jhudson@atlasholdingsllc.com

with a copy (which will not constitute notice) to:

Winston & Strawn LLP
1901 L Street, N.W.
Washington, D.C. 20036
Attn: Christopher M. Zochowski
Bradley A. Noojin
Email: czochowski@winston.com
bnoojin@winston.com

Winston & Strawn LLP

35 W. Wacker Drive
Chicago, IL 60601
Attn: Dan McGuire

Email: DMcguire@winston.com

Section 12.04 Survival. Subject to Section 11.03(a) and except for any covenant, agreement or obligation that by its terms is to be performed (in whole or in part) by any Party following the Closing including those set forth in Section 3.05 (which covenants shall survive the Effective Time in accordance with their terms), none of the representations, warranties, or covenants of any Party set forth in this Agreement shall survive, and each of the same shall terminate and be of no further force or effect as of, the Closing.

Section 12.05 Limitation on Liability. Notwithstanding anything in this Agreement or in any other Transaction Agreement to the contrary, (a) except (x) in the event of Fraud, (y) the calculation of, and any adjustments to, the Purchase Price in accordance with Article III, and/or (z) with respect to any Assumed Liabilities, (i) the maximum aggregate Liability of the Seller Parties under, or with respect to, this Agreement shall not exceed an amount equal to $5,000,000, and (ii) the maximum Liability of Buyer under, or with respect to, this Agreement shall not exceed the Escrowed Funds, and (b) except in the event of Fraud, in no event shall any Party have any Liability under this Agreement (including under this Article XII) for any consequential, special, incidental, indirect or punitive damages, lost profits or similar items (including loss of revenue, income or profits, diminution of value or loss of business reputation or opportunity

relating to a breach or alleged breach of this Agreement). The foregoing limitations in this Section 12.05 shall apply to all claims, obligations, Liabilities, Actions or causes of action (whether in Contract or in tort, at Law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to, this Agreement, or the negotiation, execution, or performance of this Agreement or any of the Transactions contemplated by this Agreement and the relationship between the Parties from inception.

Section 12.06 Public Announcements. The initial press release with respect to the execution of this Agreement shall be a joint press release to be reasonably agreed upon by the Buyer and Seller. No Party nor any Affiliate or Representative of such Party shall issue or cause the publication of any press release or public announcement or otherwise communicate with any news media in respect of the Transaction Agreements or the Transactions without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed), except as a Party believes in good faith and based on reasonable advice of counsel is required by applicable Law or by Order of the Bankruptcy Court.

Section 12.07 Severability. If any term or provision of this Agreement is held invalid, illegal or unenforceable in any respect under any applicable Law, as a matter of public policy or on any other grounds, the validity, legality and enforceability of all other terms and provisions of this Agreement will not in any way be affected or impaired. If the final judgment of a court of competent jurisdiction or other Government Authority declares that any term or provision hereof is invalid, illegal or unenforceable, the Parties agree that the court making such determination will have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, illegal or unenforceable term or provision with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

Section 12.08 Assignment. This Agreement will be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the Parties. No Party may assign (whether by operation of Law or otherwise) this Agreement or any rights, interests or obligations provided by this Agreement without the prior written consent of the other Parties; provided, however, that (a) any Party may assign this Agreement and any or all rights and obligations under this Agreement to any of its controlled Affiliates and (b) Seller may assign any of its rights or obligations under this Agreement to any plan administrator, liquidator, examiner, receiver, liquidation trustee, or similar party appointed for it following the Closing; provided, further, that no such assignment pursuant to the foregoing clause (a) shall release the assigning Party from any Liability under this Agreement. Any attempted assignment in violation of this Section 12.08 shall be void *ab initio*.

Section 12.09 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and, except with respect to the D&O Indemnified Parties pursuant to Section 7.02(a), the Nonparty Affiliates pursuant to Section 12.18, or as otherwise expressly set forth in this Agreement, nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any Person not a party hereto, including any Affiliates of any Party.

Section 12.10 Entire Agreement. This Agreement (including the Disclosure Schedules) and the other Transaction Agreements (and all exhibits and schedules hereto and thereto) collectively constitute and contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior negotiations, correspondence, understandings, agreements and Contracts, whether written or oral, among the Parties respecting the subject matter hereof and thereof.

Section 12.11 Amendments. This Agreement (including all exhibits and schedules hereto) may be amended, restated, supplemented or otherwise modified, only by written agreement duly executed by each Party.

Section 12.12 Waiver. At any time before the Closing, either Seller or Buyer may (a) extend the time for the performance of any obligation or other acts of the other Party, (b) waive any breaches or inaccuracies in the representations and warranties of the other Party contained in this Agreement or in any document delivered pursuant to this Agreement or (c) waive compliance with any covenant, agreement or condition contained in this Agreement but such waiver of compliance with any such covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure; provided, that any such waiver shall be in a written instrument duly executed by the waiving Party. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Section 12.13 Governing Law. This Agreement, and any Action that may be based upon, arise out of or relate or be incidental to any Transaction, this Agreement, the negotiation, execution, performance or consummation of the foregoing or the inducement of any Party to enter into the foregoing, whether for breach of Contract, tortious conduct or otherwise, and whether now existing or hereafter arising (each, a "**Transaction Dispute**"), will be exclusively governed by and construed and enforced in accordance with the internal Laws of the State of Delaware, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied.

Section 12.14 Dispute Resolution; Consent to Jurisdiction.

(a) Without limiting any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any Transaction Dispute which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Transactions, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 12.03 (as may be updated from time to time in accordance with Section 12.03); provided, however, upon the closing of the Bankruptcy Cases, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware and any appellate court from any thereof, for the resolution of any such Transaction Dispute. In that context, and without limiting the generality of the foregoing, each Party irrevocably and unconditionally:

(i) submits for itself and its property to the exclusive jurisdiction of such courts with respect to any Transaction Dispute and for recognition and enforcement of any judgment in respect thereof, and agrees that all claims in respect of any Transaction Dispute shall be heard and determined in such courts;

(ii) agrees that venue would be proper in such courts, and waives any objection that it may now or hereafter have that any such court is an improper or inconvenient forum for the resolution of any Transaction Dispute; and

(iii) agrees that the mailing by certified or registered mail, return receipt requested, to the Persons listed in Section 12.03 (as may be updated from time to time in accordance with Section 12.03) of any process required by any such court, will be effective service of process; provided, however, that nothing herein will be deemed to prevent a Party from making service of process by any means authorized by the Laws of the State of Delaware.

(b) The foregoing consent to jurisdiction will not constitute submission to jurisdiction or general consent to service of process in the State of Delaware for any purpose except with respect to any Transaction Dispute.

Section 12.15 Waiver of Jury Trial. To the maximum extent permitted by Law, each Party irrevocably and unconditionally waives any right to trial by jury in any forum in respect of any Transaction Dispute and covenants that neither it nor any of its Affiliates or Representatives will assert (whether as plaintiff, defendant or otherwise) any right to such trial by jury. Each Party certifies and acknowledges that (a) such Party has considered the implications of this waiver, (b) such Party makes this waiver voluntarily and (c) such waiver constitutes a material inducement upon which such Party is relying and will rely in entering into this Agreement. Each Party may file an original counterpart or a copy of this Section 12.15 with any court as written evidence of the consent of each Party to the waiver of its right to trial by jury.

Section 12.16 Admissibility into Evidence. All offers of compromise or settlement among the Parties or their Affiliates or Representatives in connection with the attempted resolution of any Transaction Dispute (a) shall be deemed to have been delivered in furtherance of a Transaction Dispute settlement, (b) shall be exempt from discovery and production and (c) shall not be admissible into evidence (whether as an admission or otherwise) in any proceeding for the resolution of the Transaction Dispute.

Section 12.17 Remedies; Specific Performance.

(a) Except to the extent set forth otherwise in this Agreement, all remedies under this Agreement expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by Law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy.

(b) Each Party agrees that irreparable damage would occur and the Parties would not have an adequate remedy at law if any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. Accordingly, each Party agrees that the other Party will be entitled to injunctive relief from time to time to prevent breaches of the

provisions of this Agreement and to enforce specifically the terms and provisions of this Agreement, in each case, (i) without the requirement of posting any bond or other indemnity and (ii) in addition to any other remedy to which it may be entitled, at Law or in equity. Furthermore, each Party agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches of this Agreement, and to specifically enforce the terms of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such Party under this Agreement. Each Party expressly disclaims that it is owed any duty not expressly set forth in this Agreement, and except with respect to Fraud, waives and releases all tort Causes of Action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement.

Section 12.18 Non-Recourse. All claims, obligations, Liabilities, Actions or causes of action (whether in Contract or in tort, at Law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to, this Agreement, or the negotiation, execution, or performance of this Agreement (including any representation or warranty made in connection with, or as an inducement to, this Agreement), may be made only against (and are expressly limited to) the Persons that are expressly identified as Parties in the preamble to this Agreement or, if applicable, their successors and assigns ("**Contracting Parties**"). No Person who is not a Contracting Party, including any past, present or future director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, consultant, attorney, accountants or Representative of, and any financial advisor or lender to, any Contracting Party, or any director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney, or Representative of, and any financial advisor or lender to, any of the foregoing ("**Nonparty Affiliates**"), shall have any Liability (whether in Contract or in tort, at law or in equity, or granted by statute) for any claims, causes of action, Actions, obligations, or Liabilities arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or their negotiation, execution, performance, or breach; and, to the maximum extent permitted by Law, each Contracting Party hereby waives and releases all such Liabilities, claims, causes of action, Actions, and obligations against any such Nonparty Affiliates. It is expressly agreed that the Nonparty Affiliates to whom this Section 12.18 applies shall be third-party beneficiaries of this Section 12.18.

Section 12.19 Interest. If any payment required to be made to a Party under this Agreement is made after the date on which such payment is due, interest shall accrue at the Interest Rate on such amount from (but not including) the due date of the payment to (and including) the date such payment is actually made. All computations of interest pursuant to this Agreement shall be made on the basis of a year of three hundred sixty-five (365) days, in each case, for the actual number of days from (but not including) the first day to (and including) the last day occurring in the period for which such interest is payable.

Section 12.20 Disclosure Schedules and Exhibits. The Disclosure Schedules, Schedules and Exhibits attached to this Agreement shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Any capitalized terms used in any Exhibit or Schedule or in the Disclosure Schedules but not otherwise defined therein shall be defined as set forth in this Agreement. The representations and warranties of Seller

set forth in this Agreement are made and given subject to the disclosures contained in the Disclosure Schedules, and neither the Seller, nor any of its Affiliates shall be, or deemed to be, in breach of any such representations and warranties (and no claim shall lie in respect thereof) in respect of any such matter so disclosed in the Disclosure Schedules. Where only brief particulars of a matter are set out or referred to in the Disclosure Schedules or a reference is made only to a particular part of a disclosed document, full particulars of the matter and the full contents of the document are deemed to be disclosed. Any matter, information or item disclosed in the Disclosure Schedules, under any specific representation or warranty or Schedule or section thereof shall be deemed to be disclosed and incorporated by reference in any other Schedule or section of the Disclosure Schedules if it is reasonably apparent on its face that such disclosure is applicable to such other Schedule(s) or Section(s) as though fully set forth in such other Schedule(s) or section(s). The inclusion of any matter, information or item in the Disclosure Schedules as an exception to a representation or warranty shall not be deemed to constitute (i) an admission of any Liability by Seller to any third party, (ii) an admission that any breach or violation of applicable Laws or any Contract or agreement to which any Seller Party or Transferred Entity is a party exists or has actually occurred, (iii) an admission that such item is outside the Ordinary Course of Business or not consistent with past practice, or (iv) otherwise imply an admission that such item represents a material exception or material fact, event, circumstance or that such item has had, or would reasonably be expected to have a Material Adverse Effect. The Disclosure Schedules have been arranged for purposes of convenience in separately titled Schedules corresponding to the Sections of this Agreement.

Section 12.21 Provision Respecting Legal Representation. Each Party to this Agreement agrees, on its own behalf and on behalf of its Affiliates and Representatives, that Weil, Gotshal & Manges LLP may serve as counsel to the Seller Parties, on the one hand, and any Transferred Entity, on the other hand, in connection with the negotiation, preparation, execution and delivery of the Transaction Agreements and the consummation of the Transactions, and that, following consummation of the Transactions, Weil, Gotshal & Manges LLP may serve as counsel to any Seller Party or any Affiliate or Representative of any Seller Party, in connection with any litigation, claim or obligation arising out of or relating to the Transactions and the Transaction Agreements notwithstanding such prior representation of any Transferred Entity and each Party consents thereto and waives any conflict of interest arising therefrom, and each Party shall cause its Affiliates and Representatives to consent to waive any conflict of interest arising from such representation.

Section 12.22 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Facsimiles, e-mail transmission of .pdf signatures or other electronic copies of signatures shall be deemed to be originals.

Section 12.23 Guaranty. Subject to the provisions of this Section 12.23, Guarantor does hereby unconditionally and irrevocably guarantee to Seller the full, complete and prompt performance and payment if, as and when due, as the case may be, of the Guaranteed Obligations (as hereafter defined), and if Buyer does not pay or perform any of the Guaranteed Obligations in accordance with their respective terms, Guarantor shall immediately on demand by Seller, pay or perform such Guaranteed Obligations as if Guarantor were the principal obligor

primarily liable for the performance thereof and not as a mere surety. Seller may obtain recourse against Guarantor for the payment and performance of the Guaranteed Obligations prior to, concurrently with, or after any other Action to enforce such Guaranteed Obligations. Guarantor shall be entitled to perform or satisfy the Guaranteed Obligations pursuant to the same terms and conditions and subject to the same rights and limitations as are applicable to Buyer under this Agreement. For purposes of this Agreement, "**Guaranteed Obligations**" means each of the obligations of Buyer under this Agreement. For the avoidance of doubt, Guarantor's obligations under this Section 12.23 shall be in exchange for the conveyance by the Seller Parties of the Transferred Assets and Transferred Equity Interests to Buyer or Guarantor, as applicable, subject to, and in accordance with, the other terms and conditions set forth in this Agreement and provided that the full Purchase Price, Cure Costs and other monetary obligations to be paid by Buyer at Closing are paid. If the Closing occurs in accordance with Section 2.04, the guaranty set forth in this Section 12.23 shall automatically and simultaneously be extinguished and of no force or effect. There are no third-party beneficiaries of the guaranty set forth in this Section 12.23.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller, Buyer and, solely for purposes of Sections 12.17, 12.18 and 12.23, Guarantor, have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

**SELLER:**

EXIDE TECHNOLOGIES, LLC,
a Delaware limited liability company

By: 

Name: Timothy D. Vargo
Title: President & Chief Executive Officer

**BUYER:**

BATTERY BIDCO LLC,
a Delaware limited liability company

By: _____
Name: Jacob D. Hudson
Title: Authorized Person

**GUARANTOR:**

ATLAS CAPITAL RESOURCES III LP
a Delaware limited partnership

By: ATLAS CAPITAL GP III LLP, its general partner

By: ATLAS CAPITAL RESOURCES GP III LLC, its general partner

By: _____
Name: Jacob D. Hudson
Title: Managing Partner

**EXHIBIT A**

# DEFINITIONS

"**Action**" means any action, suit, arbitration, investigation or proceeding by or before any Government Authority.

"**Affiliate**" means, with respect to any specified Person, any other Person that, at the time of determination, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified Person; provided, however, that for the purposes of this Agreement (a) Seller shall not be deemed an Affiliate of Buyer, nor, after the Closing, of any Transferred Entity of which the Transferred Equity Interests are transferred to Buyer pursuant to this Agreement and (b) after the Closing, Buyer shall be deemed an Affiliate of each of the Transferred Entities (and vice versa).

"**Affected Union**" refers to those unions party to Collective Bargaining Agreements set forth in Schedule 4.12(a)(ii).

"**Agreement**" means this Stock and Asset Purchase Agreement, dated as of July 27, 2020, by and among Seller, Buyer, and, solely for purposes of Sections 12.17, 12.18 and 12.23, Guarantor, including the Disclosure Schedules and the Exhibits, and all amendments to such agreement made in accordance with Section 12.10.

"**Antitrust Laws**" means the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, and any Laws applicable to Buyer or any Seller Party or any Transferred Entity under any applicable jurisdiction that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

"**Assets**" means the assets and properties that are owned, leased or licensed by any Transferred Entity.

"**Assumed Employee Plans**" means any Employee Plan set forth on Schedule 6.10(c), including Exide Technologies 401(k) Savings and Retirement Plan, and the Exide Technologies Hourly 401(k) Plan, but excluding any Title IV Plan, defined benefit pension plan or supplemental or excess benefit retirement plans.

"**Available Software Contract**" means any executory third-party Software Contract that is related to or used in the Business.

"**Auction**" means the auction undertaken pursuant to the Bidding Procedures Order.

"**Back-Up Trigger Notice Date**" means August 31, 2020 at 11:59 p.m. New York City time.

"**Bankruptcy and Equity Exception**" means the effect on enforceability of (a) any applicable Law relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent

conveyance or preferential transfers, or similar Law relating to or affecting creditors' rights generally and (b) general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at Law).

"**Bidding Procedures Order**" means that certain Order of the Bankruptcy Court entered at Docket No. 344 in the Bankruptcy Case.

"**Board**" means the board of directors of Exide Holdings, Inc.

"**Business**" means the operational business of (a) the Seller Parties operated in North America (including, the U.S., Canada and Mexico) and South America and (b) the Transferred Entities, including the business of (i) manufacturing and marketing of certain industrial batteries that are motive power batteries, network power batteries and transportation batteries that are starting, lighting and ignition batteries, in each case, for specified applications, and (ii) the recycling, processing and return of recovered lead, lead alloys and polypropylene chips from certain spent lead acid batteries (and, excluding, for the avoidance of doubt, any operations of the Seller Parties at the Excluded Real Property).

"**Business Day**" means any day that is not a Saturday, a Sunday or other day on which commercial banks in New York City, New York are required or authorized by Law to be closed.

"**Business Intellectual Property**" means the Business Registrable IP, Intellectual Property in Software included in Business Technology, and all other Intellectual Property (other than registrations and applications for Intellectual Property or in Software) to the extent owned by any Transferred Entity or owned by any Seller Party and related to the Business.

"**Business Registrable IP**" means patents, patent applications, registered Trademarks, applications for registered Trademarks, copyright registrations and Internet domain names owned by any Transferred Entity or owned any Seller Party and related to the Business and set forth on Schedule 2.02(a)(vii).

"**Business Technology**" means all (a) Software set forth on Schedule 2.02(a)(vii) and (b) Technology (other than Software) to the extent owned by any Transferred Entity or owned by any Seller Party and related to the Business.

"**Buyer Transaction Agreements**" means this Agreement and each other Transaction Agreement to which Buyer or an Affiliate of Buyer is named as a party on the signature pages thereto, and with respect to Transferred Entities named as a party on the signature pages thereto, the TSA, the Supply Agreement, the IP Cross License Agreement, and the Trademark Co-Existence Agreement.

"**Buyer Transactions**" means the transactions contemplated by the Buyer Transaction Agreements.

"**Canadian Tax Escrow Agent**" means Norton Rose Fulbright Canada LLP.

"**Canadian Tax Escrow Agreement**" means the Canadian Tax Escrow Agreement, in form and substance reasonably acceptable to Seller and Buyer.

"**CapEx Budget**" means the capex budget entitled "**Americas Capex Forecast**" (data room location 6.2.1.3.1) provided by or on behalf of Seller to Buyer on or prior to the Agreement Date.

"**Cash**" means all cash and cash equivalents, including marketable securities and short-term investments, calculated in accordance with GAAP and the Seller Parties' and the Transferred Entities' books and records. For the avoidance of doubt, Cash shall be calculated (i) net of any outstanding checks, outstanding drafts, outstanding wire transfers and outstanding debit transactions written or made from the accounts of the Seller Parties or any of the Transferred Entities, (ii) to exclude cash required to collateralize any letters of credit, performance bonds, surety bonds or other similar instruments or cash subject to legal or other restrictions, including deposits with third parties and other "**restricted**" cash, and (iii) to include checks, other wire transfers and drafts available for deposit for the account of the Seller Parties or any of the Transferred Entities.

"**Cash Amount**" means, at any time, the aggregate amount of Cash of the Seller Parties and the Transferred Entities, calculated in accordance with GAAP, at such time.

"**Change**" has the meaning set forth in the definition of "**Material Adverse Effect**".

"**Closing Conditions**" means the conditions to the respective obligations of the Parties to consummate the Transactions contemplated by this Agreement, in each case, as set forth in Article X.

"**COBRA**" means the continuation of coverage requirements under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended.

"**Collective Bargaining Agreement**" means any written agreement between Seller or its Affiliates with a Union representing any Covered Employees that governs the terms and conditions of employment whether or not such agreement is expired by its terms.

"**Confidentiality Agreement**" means that certain Confidentiality Agreement, dated as of March 26, 2020, as amended by that certain Amendment No. 1, dated as of April 30, 2020, by and between Quexco Incorporated and Exide Holdings, Inc., as the same may be amended from time to time in accordance with its terms.

"**Consent**" means any consent, approval or authorization.

"**Contract**" means any written contract, agreement, undertaking, indenture, note, bond, mortgage, lease, sublease, license, sublicense, sales order, purchase order or other instrument or commitment that purports to be binding on any Person or any part of its property (or subjects any such assets or property to a Lien).

"**Control**" means, with respect to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise. The terms "**Controlled by**," "**Controlled**," "**under common Control with**" and "**Controlling**" shall have correlative meanings.

"**Covered Employee**" means any employee of (i) any Transferred Entity or (ii) any Seller Party that is primarily dedicated to the Business, excluding, for the avoidance of doubt, those employees listed on Schedule 6.10(a).

"**Cure Costs**" means any and all amounts, costs or expenses that must be paid or actions or obligations that must be performed or satisfied pursuant to section 365(b)(1) of the Bankruptcy Code to effectuate the assumption by the applicable Seller Party who is a Debtor, and the assignment to Buyer, of the Transferred Contracts to which such Seller Party is party, as determined by the Bankruptcy Court or agreed to by Seller and the non-Seller counterparty to the applicable Transferred Contract.

"**Data**" means databases and compilations, including all data and collections of data, whether machine readable or otherwise.

"**Debt**" means financial indebtedness for borrowed money from third party lending sources (excluding, for the avoidance of doubt, operating leases and capital leases which are Transferred Contracts), calculated in accordance with GAAP and the Seller Parties' and Transferred Entities' books and records.

"**Debtors**" means Seller and each of the Subsidiaries of Seller set forth on Schedule B.

"**Debtors TSA**" means the transition services agreement among the Buyer and its Affiliates, and the applicable Seller Parties and their Affiliates (other than the Transferred Entities) pursuant to which certain transitional estate services will be provided, which shall include the applicable terms set forth in Schedule C and be in the form and substance reasonably acceptable to Seller and Buyer.

"**Disclosure Schedules**" means the disclosure schedules, dated as of the Agreement Date (as may be amended, updated, or supplemented pursuant to Section 6.17) delivered by Seller to Buyer, which form a part of this Agreement.

"**Effective Time**" means 12:01 a.m. (local time) on the Closing Date.

"**Employee Plans**" means all employee benefit plans (within the meaning of Section 3(3) of ERISA), and each other material retirement, welfare benefit, bonus, stock option, stock purchase, restricted stock, incentive, deferred compensation, employment, retention, termination, or severance programs or agreements, in each case, pursuant to which any of the Seller Parties or Transferred Entities currently has any obligation with respect to any Covered Employee or former employee of a Transferred Entity , other than statutorily required plans or arrangements (including, for the avoidance of doubt, employment contracts as required by the Laws of any applicable local jurisdiction).

"**Environmental Law**" means any applicable U.S. federal, state, local or non-U.S. statute, Law, ordinance, regulation, rule, code, Order or other legally-binding requirement or rule of Law (including common Law) promulgated by a Government Authority relating to pollution or protection of the environment or worker health and safety as related to exposure to hazardous substances.

"**Environmental Liability**" means any Liability arising under Environmental Law.

"**Environmental Permit**" means any Permit that is required by a Government Authority under any Environmental Law.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

"**ERISA Affiliate**" means, with respect to Seller, any other Person that is a member of a controlled group for purposes of Section 4001(a)(14) of ERISA or that is treated as a single employer for purposes of Section 414 of the Code.

"**Escrow Agreement**" means that certain Escrow Agreement, dated as of July 10, 2020, by and between Seller and Escrow Agent.

"**Estimated Cash Amount**" means Seller's good faith estimate of the Cash Amount as of the Effective Time.

"**Estimated Cash Amount Decrease**" means the amount (if any) by which the Target Cash Amount exceeds the Estimated Cash Amount set forth on the Estimated Closing Statement.

"**Estimated Cash Amount Increase**" means the amount (if any) by which the Estimated Cash Amount set forth on the Estimated Closing Statement exceeds the Target Cash Amount.

"**Estimated Transferred Entity Debt**" means Seller's good faith estimate of Transferred Entity Debt as of the Effective Time.

"**Estimated Working Capital**" means Seller's good faith estimate of Net Working Capital as of the Effective Time.

"**Estimated Working Capital Decrease**" means the amount, if any, by which the Target Working Capital exceeds the Estimated Working Capital set forth on the Estimated Closing Statement.

"**Estimated Working Capital Increase**" means the amount, if any, by which the Estimated Working Capital set forth on the Estimated Closing Statement exceeds the Target Working Capital.

"**Europe/ROW Buyer**" means the Successful Bidder of the Europe/ROW Assets (each as defined in the Bidding Procedures).

"**Europe/ROW Closing**" means the consummation of the sale of the Europe/ROW Assets (as defined in the Bidding Procedures) to the Europe/ROW Buyer.

"**Exhibits**" means the exhibits attached hereto as of the Agreement Date (and as may be amended from time to time in accordance herewith) which form a part of this Agreement.

"**Final Closing Statement**" means a written statement (a) setting forth, (i) the amount of any Final Working Capital Increase or any Final Working Capital Decrease, as applicable, (ii) the Final Working Capital, (iii) the Final Transferred Entity Debt, (iv) the Final Cash Amount, (v) the amount of any Final Cash Amount Increase or Final Cash Amount Decrease, as applicable, and (vi) the Post-Closing Adjustment and (b) indicating any changes to the Estimated Closing Statement as finally determined pursuant to Section 3.05.

"**Final Cash Amount**" means the Cash Amount as of the Effective Time as finally determined pursuant to Section 3.05.

"**Final Cash Amount Decrease**" means the amount (if any) by which the Target Cash Amount exceeds the Final Cash Amount.

"**Final Cash Amount Increase**" means the amount (if any) by which the Final Cash Amount exceeds the Target Cash Amount.

"**Final Order**" means an Order that is unstayed and in effect and as to which (i) the time to appeal, petition for certiorari or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari or other proceedings for reargument or rehearing shall then be pending, or (ii) if an appeal, writ of certiorari, reargument or rehearing thereof has been filed or sought, such Order shall have been affirmed by the highest court to which such Order was appealed, or certiorari shall have been denied or reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for reargument or rehearing shall have expired.

"**Final Transferred Entity Debt**" means the Transferred Entity Debt as of the Effective Time as finally determined pursuant to Section 3.05.

"**Final Working Capital**" means the calculation of the Net Working Capital as of the Effective Time as finally determined pursuant to Section 3.05.

"**Final Working Capital Decrease**" means the amount (if any) by which the Target Working Capital exceeds the Final Working Capital.

"**Final Working Capital Increase**" means the amount (if any) by which the Final Working Capital exceeds the Target Working Capital.

"**Fraud**" means, with respect to any Party, an actual and intentional misrepresentation of fact with respect to the making of the representations and warranties set forth in this Agreement, provided that such actual and intentional misrepresentation will only be deemed to have occurred if the representations and warranties made by such Party were breached or inaccurate when made with the specific intention that the other Party relies thereon to its detriment.

"**GAAP**" means U.S. generally accepted accounting principles.

"**Government Authority**" means any U.S. federal, state or local or any supra-national, territorial or non-U.S. government, political subdivision, governmental, regulatory or administrative authority, instrumentality, agency, body or commission, self-regulatory organization or any court, tribunal, or judicial or arbitral (public or private) body.

"**Hazardous Materials**" means any substance, material or waste that is defined or regulated as "**hazardous**," "**toxic**," or as a "**pollutant**," "**contaminant**," "**waste**," or words of similar meaning and regulatory effect under any applicable Environmental Law, including, but not limited to, (a) any petroleum or petroleum product, oil or waste oil; (b) any asbestos or polychlorinated byphenyls; and (c) any other chemical, material or substance (whether solid, liquid or gaseous), the exposure to which or whose discharge, emission, disposal or Release is prohibited, limited or regulated under any applicable Environmental Law.

"**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"**Insurance Policies**" means, collectively, all policies and programs of or agreements for insurance and interests in insurance pools and programs (in each case, including self-insurance and insurance from Affiliates).

"**Intellectual Property**" means any and all of the following intellectual property rights, title, or interest in or arising under the Laws of the U.S. or any other country: (a) patents, patent applications, and patent rights, including any such rights granted upon any reissue, reexamination, renewal, division, extension, continuation, or continuation-in-part; (b) copyrights, "**moral**" rights, mask work rights, rights in works of authorship, database rights and design rights, whether or not registered or published, and registrations and applications for registration thereof, and all rights therein provided by international treaties or conventions; (c) Trademarks; (d) Trade Secrets; (e) Internet domain names; and (f) all other intellectual property rights relating to Technology.

"**Interest Rate**" means the rate designated from time to time in Section 6621(a)(2) of the Code, compounded on a daily basis.

"**International Trade Laws**" shall mean any applicable Law, regulation, or legal requirement concerning the importation, exportation, re-exportation or deemed exportation of items, technical data, or technology, foreign including the Tariff Act of 1930 and other Laws relating to the import of items into the U.S. administered by U.S. Customs and Border Protection; the Export Administration Regulations, 15 C.F.R. Part 730 et seq.; the Foreign Trade Regulations, 15 C.F.R. Part 30; the Arms Export Control Act; the International Traffic in Arms Regulations, 22 C.F.R. Part 120-130; executive orders and Laws administered by OFAC; the International Emergency Economic Powers Act; the Trading With the Enemy Act; the anti-boycott Laws administered by the U.S. Department of Commerce and the U.S. Department of the Treasury; and export control and trade sanctions Laws administered by the Member States of the European Union.

"**IP Assignment Agreement**" means the IP Assignment Agreement, in the form attached hereto as Exhibit D.

"**IP Cross License Agreement**" means a non-exclusive intellectual property cross license agreement, which shall include the applicable terms set forth in Schedule C and, subject to Section 6.15, be in the form and substance reasonably acceptable to Seller and Buyer.

"**IRS**" means the U.S. Internal Revenue Service.

"**Joint Written Instructions**" means written instructions from Seller and Buyer, a form of which is attached to the Escrow Agreement as an exhibit thereto, directing the Escrow Agent to deliver the Escrowed Funds as provided for under this Agreement.

"**Knowledge of Seller**" means the actual knowledge of the Persons listed on Schedule 1.01.

"**Law**" means any U.S. federal, state, local or non-U.S. statute, law, ordinance, regulation, rule, code, Order or other requirement or rule of law (including common law) promulgated by a Government Authority.

"**Leased Real Property**" means the Transferred Leased Real Property and any real property that is leased, subleased or licensed by any Transferred Entity, in each case, granting the Seller Parties and/or the Transferred Entities a right of use or occupancy in such real property.

"**Leases**" means the real property leases and subleases governing the Leased Real Property, including the Transferred Leases.

"**Liabilities**" means any liability, Debt, guarantee, claim, demand, expense, commitment, damages, assurances or obligation (whether direct or indirect, fixed, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due) of every kind and description, including all costs and expenses related thereto.

"**Lien**" means any mortgage, deed of trust, pledge, hypothecation, security interest, encumbrance, claim, lien or charge of any kind.

"**Material Adverse Effect**" means any fact, event, change, effect, development, circumstance or occurrence (each, a "**Change**") that, individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on the business, operations, properties, assets or condition (financial or otherwise) of the Business; provided, that none of the following, either alone or in combination, will constitute a Material Adverse Effect: (i) any Change in the United States or foreign economies or securities or financial markets in general (including any decline in the price of securities generally or any market or index); (ii) any Change that generally affects any industry in which the Business operates; (iii) general business or economic conditions in any of the geographical areas in which the Transferred Entities or the Business operates; (iv) national or international political or social conditions, including any change arising in connection with, hostilities, acts of war, cyber-attack, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, cyber-attack, sabotage or terrorism or military actions, whether commenced before or after the date hereof and whether or not pursuant to the declaration of a national emergency or war; (v) the occurrence of any act of God or other calamity or force majeure event (whether or not declared as such), including any strike, labor dispute, civil disturbance, embargo, natural disaster, fire, flood, hurricane, tornado, or

other weather event, or any global health conditions (including any epidemic, pandemic, or other outbreak of illness, including as a result of the COVID-19 virus or other disease or virus, or any actions by a Government Authority related to the foregoing); (vi) any actions taken by the Buyer or its Affiliates or specifically permitted to be taken or omitted by any Seller Party or Transferred Entity pursuant to this Agreement or any other Transaction Agreement or actions taken or omitted to be taken by any Seller Party or Transferred Entity at the request or with the consent of Buyer; (vii) any Changes in applicable Laws or GAAP (or other relevant accounting rules); (viii) any Change resulting from the filing or pendency of the Bankruptcy Cases, actions taken in connection with the Bankruptcy Cases, or any reasonably anticipated effects of such filing, pendency or actions, or from any action approved by the Bankruptcy Court; (ix) any Change resulting from the public announcement of the entry into this Agreement, compliance with terms of this Agreement or the consummation of the Transactions; (x) any filing or motion made under sections 1113 or 1114 of the Bankruptcy Code; or (xi) any effects or Changes arising from or related to the breach of this Agreement by Buyer; provided, further, that the exceptions set forth in clauses (i) through (v) of this definition shall not be regarded as exceptions solely to the extent that any such described Change has a disproportionately adverse impact on the Business, as compared to other companies similarly situated in the industries in which the Business operates.

"**Modified Labor Agreement**" means a new Collective Bargaining Agreement with an Affected Union that is entered into by Buyer and an Affected Union.

"**Net Working Capital**" has the meaning set forth on Exhibit E.

"**OFAC**" means Office of Foreign Assets Control.

"**Order**" means any order, writ, judgment, injunction, temporary restraining order, decree, stipulation, determination, settlement or award entered by or with any Government Authority.

"**Ordinary Course of Business**" means the conduct and operation of the Business in the ordinary course taking into account the conduct of the Business since, and effect of, the COVID-19 pandemic.

"**Owned Real Property**" means the Transferred Owned Real Property and all owned and real property owned by any Transferred Entity together with (to the extent of such Seller Party's or Transferred Entity's interest therein) all improvements, facilities, fixtures and appurtenances thereto and all rights in respect thereof and all servitudes, easements, privileges, rights-of-way, other surface use agreements and water use and rights agreements related thereto.

"**Permits**" means all permits, licenses, authorizations, clearances, registrations, concessions, grants, franchises, certificates, exemptions, variances, waivers and filings issued or required by any Government Authority under applicable Law, in each case, owned by the Seller Parties or the Transferred Entities and necessary for the operation of the Business.

"**Permitted Liens**" means the following Liens: (a) Liens for Taxes, assessments or other governmental charges or levies that are not yet due or payable or that are being contested in good faith by appropriate proceedings during which the Lien cannot be enforced against the applicable property or that may thereafter be paid without penalty, and for which adequate reserves have been

established; (b) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen, workmen, repairmen and other Liens imposed or permitted by Law in the Ordinary Course of Business with respect to payment of amounts that are not in default or which are being contested in good faith by appropriate proceedings and for which adequate reserves have been established; (c) Liens incurred or deposits made in the Ordinary Course of Business in connection with workers' compensation, unemployment insurance or other types of social security; (d) defects or imperfections of title, exceptions, easements, covenants, rights-of-way, restrictions and other similar charges, defects or encumbrances not materially interfering, or reasonably expected to materially interfere, with the ordinary course conduct of the Business; (e) zoning, entitlement, building and other generally applicable land use and environmental restrictions by a Government Authority, provided, that the same does not prohibit the use of the Real Property for its current use; (f) Liens not created by the applicable Seller Party or the Transferred Entities that affect the underlying fee, lessor, licensor or sublessor interest of any Leased Real Property or real property over which such Seller Party (with respect to the Business) or the Transferred Entities have easement or other property rights; (g) right, terms or conditions of any leases, subleases, licenses or occupancy agreements for real property made available to Buyer, including title of a lessor under a capital or operating lease; (h) in the case of Intellectual Property, non-exclusive licenses granted in the Ordinary Course of Business and gaps or defects in the chain of title evident from the publicly-available records of the applicable Government Authority maintaining such records; (i) Liens incurred in the Ordinary Course of Business securing Liabilities that do not exceed $1,000,000 in the aggregate; and (k) any other Lien that will be cleared or discharged by the Bankruptcy Court.

"**Person**" means any natural person, general or limited partnership, corporation, company, trust, limited liability company, limited liability partnership, firm, association or organization or other legal entity or Governmental Authority.

"**Personal Data**" means any information in any media that identifies, or would reasonably be used to identify, a particular individual.

"**Post-Closing Adjustment**" means the amount (which may be positive or negative) equal to the sum of: (a) the Final Working Capital minus the Estimated Working Capital, (b) the Final Transferred Entity Debt minus the Estimated Transferred Entity Debt, and (c) the Final Cash Amount minus the Estimated Cash Amount.

"**Pre-Closing Period**" means the period beginning on the Agreement Date and ending on the earlier of the Closing Date and the date this Agreement is validly terminated in accordance with its terms.

"**Pre-Closing Tax Period**" means any taxable period ending on or before the Closing Date and the portion of any Straddle Period ending on and including the Closing Date.

"**Proposed Final Cash Amount**" means Buyer's good faith, proposed final calculation of the Cash Amount as of the Effective Time.

"**Proposed Final Transferred Entity Debt**" means Buyer's good faith, proposed final calculation of the Transferred Entity Debt as of the Effective Time.

"**Proposed Final Working Capital**" means Buyer's good faith, proposed final calculation of the Net Working Capital as of the Effective Time.

"**Reading SOW**" means the mutually reasonably agreed-upon statement of work under the Debtors TSA pursuant to which certain transitional services will be provided solely with respect to Reading Assets, which shall include the applicable terms set forth in Schedule C.

"**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, depositing, escaping, leaching, dumping, disposing or migration of any Hazardous Materials, including the abandonment or discarding of barrels, containers and other receptacles containing any Hazardous Materials.

"**Related to the Business**" means (i) with respect to any Contract for Software, any such Contract that is (A) related to or used in the Business and (B) legally and operationally transferrable to Buyer as of the Closing Date and (ii) with respect to any other Contract, related to or used in the Business.

"**Reference Working Capital Statement**" has the meaning set forth in Exhibit E.

"**Representative**" of a Person, means the directors, officers, employees, advisors, agents, consultants, attorneys, accountants, financial advisors or other representatives of such Person.

"**Required Approvals**" means the approvals of the Government Authorities set forth on Schedule 10.01(b).

"**Restricted Person**" means any of the following: (i) any Person designated on the Specially Designated Nationals and Blocked Persons List, the Foreign Sanctions Evaders List, or the Sectoral Sanctions Identifications List, which are enforced by OFAC, or any Person owned 50% or more directly or indirectly by one or more Persons designated on such OFAC-enforced lists; (ii) any Person designated on any of the following lists enforced by BIS: the Denied Persons List, the Entity List, or the Unverified List; (iii) any Person designated on the Debarred Parties List, which is enforced by the U.S. State Department's Directorate of Defense Trade Controls; (iv) the list of Persons subject to nonproliferation sanctions maintained by the State Department; and (v) any Person on any other relevant restricted party list maintained by the European Union and the United Nations enforcement authorities.

"**Sale Order**" shall be an Order of the Bankruptcy Court, in form and substance reasonably acceptable to Buyer and Seller; provided, that it shall not be unreasonable for Buyer to reject any such Order that does not contain (a) provisions approving the Transactions contemplated by this Agreement, and (b) findings of fact, conclusions of Law and ordering provisions that (i) find that Buyer is a purchaser of the Acquired Assets in "good faith" pursuant to Section 363(m) of the Bankruptcy Code, and the sale is entitled to the protections of Section 363(m) of the Bankruptcy Code, (ii) find that Buyer and Sellers did not engage in any conduct which would allow this Agreement to be set aside pursuant to Section 363(n) of the Bankruptcy Code; and (iii) find that none of Buyer nor any Affiliate of Buyer nor any designee of Buyer is a successor to Sellers or the bankruptcy estate by reason of any theory of Law or equity, and none of the Buyer nor any Affiliate

of Buyer nor any designee of Buyer shall assume or in any way be responsible for any liability of Sellers or the bankruptcy estate, except as otherwise expressly provided in this Agreement.

"**Seller Guarantees**" means, collectively, all letters of credit, guarantees, surety bonds, performance bonds and other financial assurance or other performance obligations issued or entered into by or on behalf of (or for the account of) Seller or any of its Affiliates (other than exclusively by the Transferred Entities) in connection with the Transferred Assets.

"**Seller Parties**" means Seller and any Affiliate of Seller designated by Seller as a "Seller Party".

"**Seller Transaction Agreements**" means this Agreement and each other Transaction Agreement to which any Seller Party or any of its Affiliates (other than a Transferred Entity) is named as a party on the signature pages thereto.

"**Seller Transactions**" means the transactions contemplated by the Seller Transaction Agreements.

"**Software**" means all (a) computer programs, including all software implementation of algorithms, models and methodologies, whether in source code, object code, human readable form or other form, (b) descriptions, flow charts and other work products used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, (c) databases and compilations, including any and all Data and collections of Data, whether machine readable or otherwise, (d) all documentation including user manuals and other training documentation relating to any of the foregoing, in each case, (a)-(d), and (e) Data.

"**Subsidiary**" of any specified Person means any other Person of which such first Person owns (either directly or through one or more other Subsidiaries) a majority of the outstanding equity securities or securities carrying a majority of the voting power in the election of the board of directors or other governing body of such Person, and with respect to which entity such first Person is not otherwise prohibited contractually or by other legally binding authority from exercising Control.

"**Supply Agreement**" means a supply agreement among the Transferred Entities and the applicable Seller Party or its Affiliate, pursuant to which such Seller Party or its Affiliate shall supply or cause to be supplied Products, which shall include the applicable terms set forth in Schedule C and, subject to Section 6.15, be in the form and substance reasonably acceptable to Seller and Buyer.

"**Systems**" means all the Software, hardware, network and telecommunications equipment and internet-related information Technology that are related to the Business and are material to the operation of the Business as conducted on the Agreement Date.

"**Target Cash Amount**" means $5,000,000.

"**Target Working Capital**" means $210,000,000.

"**Tax**" or "**Taxes**" means any tax, including any and all federal, state, local, foreign and other income, alternative or add-on minimum tax, excise, gross receipts, ad valorem, value-added (including VAT and the Canadian Goods and Services Tax), sales, use, production, employment, unemployment, severance, franchise, profits, registration, license, lease, service, service use, environmental, recording, documentary, filing, permit or authorization, stamp, business and occupation, gains, real or personal property, escheat, unclaimed property, leasing, transfer, payroll, social security (or similar, including FICA), intangibles or any other tax, custom or duty of any kind whatsoever (whether payable directly or by withholding), or any governmental fee, assessment or charge in the nature of a tax, together with any interest and any penalties, additions to tax or additional amounts imposed by any Taxing Authority with respect thereto.

"**Tax Returns**" means all returns and reports (including elections, declarations, disclaimers, notices, disclosures, schedules, estimates, claims (including claims for refunds), real property transfer Tax returns and information returns), including amendments thereof and attachments thereto, required to be supplied to a Taxing Authority relating to Taxes.

"**Taxing Authority**" means any federal, state, local or foreign jurisdiction (including any subdivision and any revenue agency of a jurisdiction) imposing Taxes and the agencies, if any, charged with the collection of such Taxes for such jurisdiction.

"**Technology**" means, collectively, all Software, information, designs, formulae, algorithms, procedures, methods, models, discoveries, processes, techniques, ideas, know-how, technical Data, programs, subroutines, research and development, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice) apparatus, creations, improvements, works of authorship and other similar materials, and confidential, proprietary or non-public information, and all recordings, graphs, drawings, reports, analyses and other writings, and other tangible embodiments of the foregoing in any form whether or not listed herein, and all related technology, that are used in, incorporated in, embodied in, displayed by or relate to, or are used in connection with the foregoing.

"**Trade Secrets**" means confidential and proprietary information and know-how or trade secrets, including ideas, concepts, methods, techniques and inventions (whether patentable or unpatentable), and other works, whether or not developed or reduced to practice, rights in customer, vendor, and prospect lists.

"**Trademark Co-Existence Agreement**" means the trademark agreement, which shall include the applicable terms set forth in Schedule C and, subject to Section 6.15, be in the form and substance reasonably acceptable to Seller and Buyer.

"**Trademarks**" means trademarks, service marks, trade names, service names, trade dress, logos and other identifiers of same, including all goodwill associated therewith, and all common Law rights, and registrations and applications for registration thereof, all rights therein provided by international treaties or conventions, and all reissues, extensions and renewals of any of the foregoing.

"**Transaction Accounting Principles**" has the meaning set forth in Exhibit E.

"**Transaction Agreements**" means this Agreement, the TSA, the Debtors TSA (including, for the avoidance of doubt, the Reading SOW), the Bill of Sale, Assignment and Assumption Agreement, the Transferred Leased Property Assignment and Assumption Agreement, the IP Cross License Agreement, the Trademark Co-Existence Agreement, the IP Assignment Agreement, the Supply Agreement, the Escrow Agreement, the Local Agreements, the Deeds and any other agreements, instruments or documents required to be delivered at the Closing, in each case, including all exhibits and schedules thereto and all amendments thereto made in accordance with the respective terms thereof.

"**Transactions**" means the transactions contemplated by this Agreement and the other Transaction Agreements.

"**Transfer Taxes**" means all sales, use, excise, gross receipts, ad valorem, direct or indirect real property, transfer, intangible, stamp, business and occupation, value added (including VAT and Canadian goods and services Tax, harmonized sales Tax and provincial sales Tax), recording, documentary, filing, permit or authorization, leasing, license, lease, service, service use, severance, franchise, profits, gains, property registration, and similar non-income Taxes, motor vehicle registration, title recording or filing fees and other amounts payable in respect of transfer filings, together with any interest and any penalties, additions to Tax or additional amounts imposed by any Taxing Authority with respect thereto.

"**Transferred Books and Records**" means all books, records, files and papers, whether in hard copy or computer format, including sales and promotional literature, manuals and Data, sales and purchase correspondence, personnel and employment records related to the Business, other than any Tax Returns and any such books and records that constitute Excluded Assets, including those of the type described in Sections 2.02(b)(xiii), and 2.02(b)(xiv).

"**Transferred Entity Debt**" means the aggregate amount of any Debt of the Transferred Entities, calculated in accordance with GAAP, that remains unpaid as of immediately prior to the Closing.

"**Transferred Entity Employee Plans**" means all Employee Plans sponsored by a Transferred Entity.

"**Treasury Regulations**" means the regulations promulgated by the U.S. Department of the Treasury under the Code, as amended from time to time.

"**TSA**" means the transition services agreement among the Transferred Entities and the applicable Seller Party or its Affiliate pursuant to which certain transitional services will be provided, which shall include the applicable terms set forth in Schedule C and, subject to Section 6.15, be in the form and substance reasonably acceptable to Seller and Buyer.

"**U.S.**" means the United States of America.

"**Union**" means any union or other employee representative body.

"**VAT**" means value-added tax.

"**WARN Act**" means Worker Adjustment and Retraining Notification Act of 1988

"**Wind-Up Date**" means the date upon which each Seller Party's corporate existence ceases to exist.

2019 Audited Financial Statements ..... Section 4.06(a)
2019 Interim Financial Statements ..... Section 4.06(a)
Action ..... Exhibit A
Affected Union ..... Exhibit A
Affiliate ..... Exhibit A
Agreement Date ..... Preamble
Agreement ..... Exhibit A
Anti-Corruption Laws ..... Section 4.21(a)(i)
Antitrust Laws ..... Exhibit A
Assets ..... Exhibit A
Assumed Contract ..... Section 2.05(a)
Assumed Employee Plans ..... Exhibit A
Assumed Liabilities ..... Section 2.02(c)
Auction ..... Section 8.04
Available Contracts List ..... Section 2.05(a)
Available Contracts ..... Section 2.05(a)
Back-Up Trigger Notice ..... Section 8.04
Back-Up Trigger Notice Date ..... Exhibit A
Bankruptcy and Equity Exception ..... Exhibit A
Bankruptcy Cases ..... Preliminary Statements
Bankruptcy Code ..... Preliminary Statements
Bankruptcy Court ..... Preliminary Statements
Base Purchase Price ..... Section 3.01
Bidding Procedures Order ..... Exhibit A
Bill of Sale, Assignment and Assumption Agreement ..... Section 3.03(a)(iii)
BMAL Transfer ..... Section 6.18
Board ..... Exhibit A
Business Day ..... Exhibit A
Business Intellectual Property ..... Exhibit A
Business Registrable IP ..... Exhibit A
Business Technology ..... Exhibit A
Business ..... Exhibit A
Buyer Transaction Agreements ..... Exhibit A
Buyer Transactions ..... Exhibit A
Buyer ..... Preamble
Buyer's Allocation Notice ..... Section 3.07
Canada Restructuring ..... Section 6.06
Canadian Tax Escrow Agent ..... Exhibit A
Canadian Tax Escrow Agreement ..... Exhibit A
CapEx Budget ..... Exhibit A
Cash Amount ..... Exhibit A
Cash ..... Exhibit A
Causes of Action ..... Section 2.02(a)(xv)
Change ..... Exhibit A
Closing Conditions ..... Exhibit A
Closing Date ..... Section 2.04

Closing Payment ..... Section 3.04
Closing Statement ..... Exhibit A
Closing ..... Section 2.04
COBRA ..... Exhibit A
Code ..... Exhibit A
Collective Bargaining Agreement ..... Exhibit A
Competing Transaction ..... Section 8.02(a)
Confidentiality Agreement ..... Exhibit A
Consent ..... Exhibit A
Contract ..... Exhibit A
Contracting Parties ..... Section 12.18
Control ..... Exhibit A
Covered Employee ..... Exhibit A
Cure Costs ..... Exhibit A
D&O Indemnified Parties ..... Section 7.02(a)
Data ..... Exhibit A
Debt ..... Exhibit A
Debtors TSA ..... Exhibit A
Debtors ..... Exhibit A
Deeds ..... Section 3.03(a)(xii)
Designation Notice ..... Section 2.05(a)
Determination Date ..... Section 2.05(a)
Disclosure Schedules ..... Exhibit A
Dispute Notice ..... Section 3.05(c)
Disputed Contract ..... Section 2.05(c)
Effective Time ..... Exhibit A
Embargoed Countries ..... Section 4.21(e)
Employee Plans ..... Exhibit A
Environmental Law ..... Exhibit A
Environmental Liability ..... Exhibit A
Environmental Permit ..... Exhibit A
ERISA ..... Exhibit A
ERISA Affiliate ..... Exhibit A
Escrow Agent ..... Section 3.02
Escrow Agreement ..... Exhibit A
Escrowed Funds ..... Section 3.02
Estimated Cash Amount Decrease ..... Exhibit A
Estimated Cash Amount Increase ..... Exhibit A
Estimated Cash Amount ..... Exhibit A
Estimated Closing Statement ..... Section 3.04
Estimated Target Cash Adjustment ..... Exhibit A
Estimated Restricted Payments ..... Exhibit A
Estimated Transferred Entity Debt ..... Exhibit A
Estimated Working Capital Decrease ..... Exhibit A
Estimated Working Capital Increase ..... Exhibit A

Estimated Working Capital ..... Exhibit A
Europe/ROW Buyer ..... Exhibit A
Europe/ROW Closing ..... Exhibit A
Exchange and 1L Notes Indenture ..... Exhibit A
Excluded Assets ..... Section 2.02(b)
Excluded Causes of Action ..... Section 2.02(b)(iv)
Excluded Contracts ..... Section 2.02(b)(i)
Excluded Policy Covered Loss ..... Section 6.13(b)
Excluded Insurance Policy ..... Section 6.13(b)
Excluded Liabilities ..... Section 2.02(d)
Excluded Policy Beneficiary ..... Section 6.13(b)
Excluded Policy Holder ..... Section 6.13(b)
Excluded Real Property ..... Section 2.02(b)(i)
Exhibits ..... Exhibit A
Exide Canada ..... Section 6.06
Final Cash Amount Decrease ..... Exhibit A
Final Cash Amount Increase ..... Exhibit A
Final Cash Amount ..... Exhibit A
Final Closing Statement ..... Exhibit A
Final Target Cash Adjustment ..... Exhibit A
Final Restricted Payments ..... Exhibit A
Final Transferred Entity Debt ..... Exhibit A
Final Working Capital Decrease ..... Exhibit A
Final Working Capital Increase ..... Exhibit A
Final Working Capital ..... Exhibit A
Financial Statements ..... Section 4.06(a)
GAAP ..... Exhibit A
Government Approvals ..... Section 6.04(a)
Government Authority ..... Exhibit A
Hazardous Materials ..... Exhibit A
HSR Act ..... Exhibit A
Independent Accounting Firm ..... Section 3.05(d)
Insurance Policies ..... Exhibit A
Intellectual Property ..... Exhibit A
Interest Rate ..... Exhibit A
International Trade Laws ..... Exhibit A
IP Assignment Agreement ..... Section 3.03(a)(v)
IP Cross License Agreement ..... Exhibit A
IRS ..... Exhibit A
Joint Written Instructions ..... Exhibit A
Knowledge of Seller ..... Exhibit A
Law ..... Exhibit A
Leased Real Property ..... Exhibit A
Leases ..... Exhibit A
Liabilities ..... Exhibit A

Lien ..... Exhibit A
Local Agreements ..... Section 3.03(a)(xiii)
Material Adverse Effect ..... Exhibit A
Material Contracts ..... Section 4.12(a)
Modified Labor Agreement ..... Exhibit A
Multi employer Plan ..... Section 4.13(c)
Net Working Capital ..... Exhibit A
Nonparty Affiliates ..... Section 12.18
Noteholder ..... Exhibit A
OFAC ..... Exhibit A
Order ..... Exhibit A
Ordinary Course of Business ..... Exhibit A
Outside Date ..... Section 11.01(d)
Owned Real Property ..... Exhibit A
Parties ..... Preamble
Permits ..... Exhibit A
Permitted Liens ..... Exhibit A
Person ..... Exhibit A
Personal Data ..... Exhibit A
Post-Closing Adjustment ..... Exhibit A
Pre-Closing Period ..... Exhibit A
Pre-Closing Tax Period ..... Exhibit A
Privacy Policies ..... Section 2.02(b)(xiii)
Proposal Final Cash Amount ..... Exhibit A
Proposed Final Closing Statement ..... Section 3.05(a)
Proposed Final Target Cash Adjustment ..... Exhibit A
Proposed Final Transferred Entity Debt ..... Exhibit A
Proposed Final Working Capital ..... Exhibit A
Purchase Price Allocation ..... Section 3.04
Purchase Price ..... Section 3.01
Reading Assets ..... Section 2.02(a)(xvi)
Reading SOW ..... Exhibit A
RCRA ..... Section 4.11(d)
Reference Working Capital Statement ..... Exhibit A
Related to the Business ..... Exhibit A
Release ..... Exhibit A
Representative ..... Exhibit A
Required Approvals ..... Exhibit A
Resolution Period ..... Section 3.05(c)
Restricted Person ..... Exhibit A
Restricted Transfer ..... Section 2.03
Review Period ..... Section 3.05(b)
RSOW Expiration Date ..... Section 2.02(a)(xvi)
Sale Order ..... Exhibit A
Securities Act ..... Exhibit A

Seller Guarantees ..... Exhibit A
Seller Parties ..... Exhibit A
Seller Transaction Agreements ..... Exhibit A
Seller Transactions ..... Exhibit A
Seller ..... Preamble
Seller's Banker ..... Section 4.16
Significant Schedule Supplement ..... Section 6.17
Software ..... Exhibit A
Specified Supervisor ..... Section 6.10(i)
Straddle Period ..... Section 9.02
Subsidiary ..... Exhibit A
Supervisor Termination Date ..... Section 6.10(i)
Supply Agreement ..... Exhibit A
Systems ..... Exhibit A
Target Cash Amount ..... Section 2.02(a)(xvii)
Target Working Capital ..... Exhibit A
Tax Returns ..... Exhibit A
Tax ..... Exhibit A
Taxes ..... Exhibit A
Taxing Authority ..... Exhibit A
Technology ..... Exhibit A
Third Party Consents ..... Section 6.05
Ticking Fee ..... Exhibit A
Title IV Plan ..... Section 4.13(e)
Trade Secrets ..... Exhibit A
Trademark Co-Existence Agreement ..... Exhibit A
Trademarks ..... Exhibit A
Transaction Accounting Principles ..... Exhibit A
Transaction Agreements ..... Exhibit A
Transaction Dispute ..... Section 12.13
Transactions ..... Exhibit A
Transfer Taxes ..... Exhibit A
Transferred Assets ..... Section 2.02(a)
Transferred Books and Records ..... Exhibit A
Transferred Contracts ..... Section 2.02(a)(iii)
Transferred Covered Loss ..... Section 6.13(a)
Transferred Employee ..... Section 6.10(a)
Transferred Entities ..... Preliminary Statements
Transferred Entity Debt ..... Exhibit A
Transferred Entity Employee Plans ..... Exhibit A
Transferred Entity ..... Preliminary Statements
Transferred Equity Interests ..... Preliminary Statements
Transferred Insurance Policies ..... Section 2.02(a)(xxi)
Transferred Leased Property Assignment and Assumption Agreement ..... Section 3.03(a)(iv)
Transferred Leased Real Property ..... Section 2.02(a)(ii)

| | |
|---|---|
| Transferred Leases | Section 2.02(a)(ii) |
| Transferred Owned Real Property | Section 2.02(a)(i) |
| Transferred Permits | Section 2.02(a)(iv) |
| Transferred Policy Beneficiary | Section 6.13(a) |
| Transferred Policy Holder | Section 6.13(a) |
| Treasury Regulations | Exhibit A |
| TSA | Exhibit A |
| U.S. | Exhibit A |
| Union | Exhibit A |
| VAT | Exhibit A |
| WARN Act | Exhibit A |
| Wind-Up Date | |

**EXHIBIT B**

# FORM OF BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of [•], 2020 by and among the Sellers Parties (collectively, "Assignors") and [BUYER AFFILIATE], a [Delaware limited liability company] ("Assignee") (each of the Assignors and Assignee, a "Party" and, together, the "Parties").

Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in that certain Stock and Asset Purchase Agreement (as amended, supplemented or otherwise modified, the "Purchase Agreement"), dated as of [•], 2020, by and among Exide Technologies, LLC, a Delaware limited liability company ("Seller"), Battery Bidco LLC and Atlas Capital Resources III LP ("Guarantor").

WHEREAS, Seller, Assignee and Guarantor have entered into the Purchase Agreement pursuant to which Assignee has agreed to purchase the Transferred Assets and the Transferred Equity Interests and to assume the Assumed Liabilities, in each case on the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, pursuant to this Agreement, each of the Assignors shall sell, convey, assign, transfer, and deliver to Assignee, and Assignee shall purchase, acquire, and accept delivery from each such Assignor, all of such Assignor's right, title and interest in, to, and under the Transferred Assets, in each case on the terms and subject to the conditions set forth in the Purchase Agreement; and

WHEREAS, pursuant to this Agreement, the Assignee shall assume and thereafter timely pay, discharge and perform in accordance with their terms the Assumed Liabilities, in each case on the terms and subject to the conditions set forth in the Purchase Agreement (including Section 2.02 thereof).

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Assignment of Purchased Assets. Effective as of the Effective Time, on the terms and subject to the conditions set forth in the Purchase Agreement (including Section 2.02 thereof), each Assignor hereby sells, conveys, assigns, transfers, and delivers to Assignee, and Assignee hereby purchases, acquires, and accepts delivery from each such Assignor, all of such Assignor's right, title and interest in, to and under the Transferred Assets.

2. Assumption of Assumed Liabilities. Effective as of the Effective Time, on the terms and subject to the conditions set forth in the Purchase Agreement (including Section 2.02 thereof), Assignee hereby assumes and agrees to pay, discharge and perform in accordance with their terms, all of the Assumed Liabilities.

3. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

4. Conflict. The respective rights of Assignors and Assignee with respect to the Transferred Assets sold, conveyed, assigned, transferred and delivered hereby and the Assumed Liabilities assumed hereby shall be governed exclusively by the Purchase Agreement and nothing in this Agreement shall alter any liability or obligation arising under the Purchase Agreement, which shall (without limiting the generality of the foregoing) govern, and shall contain the sole and exclusive representations, warranties and obligations of the Parties with respect to such Transferred Assets and such Assumed Liabilities. If there is any conflict or inconsistency between the provisions of the Purchase Agreement and this Agreement, the provisions of the Purchase Agreement shall govern.

5. Sole Remedy. The sole and exclusive remedy of the Assignee and Assignors with respect to any breach of this Agreement shall be as set forth in the Purchase Agreement.

6. Notices. All notices and other communications under or by reason of this Agreement shall be in writing and shall be deemed to have been duly given or made (a) when personally delivered, (b) when delivered by e-mail transmission with receipt confirmed or (c) upon delivery by overnight courier service, in each case, to the addresses and attention parties indicated below (or such other address, e-mail address or attention party as the recipient party has specified by prior notice given to the sending party in accordance with this Section):

If to Assignors, to:

Exide Technologies, LLC
13000 Deerfield Parkway
Suite 200
Milton, GA 30004
Attention: Legal Department
E-mail:bob.penman@exide.com
keith.scott@exide.com

With a copy (which will not constitute notice) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: Ray C. Schrock, P.C.;
Sunny Singh, Esq.;
Mariel E. Cruz, Esq.
E-mail: ray.schrock@weil.com
sunny. singh@weil. com
mariel. cruz@weil. Com

If to Assignee, to:

Battery BidCo, LLC
100 Northfield Street
Greenwich, CT 06830
Attn: Jacob D. Hudson

Tel: (203) 622-9138
Fax: (203) 622-0151
Email: jhudson@atlasholdingsllc.com

with a copy (which will not constitute notice) to:

Winston & Strawn LLP
1901 L Street, N.W.
Washington, D.C. 20036
Attn: Christopher M. Zochowski
Bradley A. Noojin
Tel: (202) 282-5780
Fax: (202) 282-5100
Email: czochowski@winston.com
bnoojin@winston.com

Winston & Strawn LLP
35 W. Wacker Drive
Chicago, IL 60601
Attn: Dan McGuire
Tel: (312) 558-5600
Fax: (312) 558-5700
Email: DMcguire@winston.com

7. Severability. If any term or provision of this Agreement is held invalid, illegal or unenforceable in any respect under any applicable Law, as a matter of public policy or on any other grounds, the validity, legality and enforceability of all other terms and provisions of this Agreement will not in any way be affected or impaired. If the final judgment of a court of competent jurisdiction or other Government Authority declares that any term or provision hereof is invalid, illegal or unenforceable, the Parties agree that the court making such determination will have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, illegal or unenforceable term or provision with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

8. Amendments. This Agreement may be amended, restated, supplemented or otherwise modified, only by written agreement duly executed by each Party.

9. Further Assurances. Each of the Parties shall execute and deliver such documents, and take such other action, as shall be reasonably requested by any other Party to carry out the transactions contemplated by this Agreement.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Facsimiles, e-mail transmission of .pdf signatures or other electronic copies of signatures shall be deemed to be originals.

11. Governing Law. This Agreement will be exclusively governed by and construed and enforced in accordance with the internal Laws of the State of Delaware, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied.

12. No Third-Party Beneficiaries. Nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any Person not a Party hereto, including any Affiliates of any Party.

13. Entire Agreement. This Agreement, the Purchase Agreement and the other Transaction Agreements (and all exhibits and schedules hereto and thereto) collectively constitute and contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior negotiations, correspondence, understandings, agreements and Contracts, whether written or oral, among the Parties respecting the subject matter hereof and thereof.

***[SIGNATURE PAGE FOLLOWS]***

IN WITNESS WHEREOF, Assignee and Assignors have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ASSIGNORS

By: _____
Name:
Title:

By: _____
Name:
Title:

By: _____
Name:
Title:

ASSIGNEE

[BUYER AFFILIATE],
a [Delaware limited liability company]

By: _____
Name:
Title:

**EXHIBIT C**

# FORM OF TRANSFERRED LEASED PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Assignment") is made as of the [•] day of [•], by and between [Seller Party][1] a [•] ("Assignor"), and [•], a [•] ("Assignee") (each of Assignor and Assignee, a "Party" and, together, the "Parties").

**WHEREAS,** [the Parties are parties] [[•] and Assignee are parties] to that certain Stock and Asset Purchase Agreement, dated [•], 2020, by and among Exide Technologies, LLC, [Assignee] [Battery BidCo LLC] and [Atlas Capital Resources III LP] (as amended, supplemented or otherwise modified, the "Purchase Agreement"). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement;

**WHEREAS,** the execution and delivery of this Assignment is contemplated by Sections 3.03(a)(iv) and 3.03(b)(vi) of the Purchase Agreement; and

**WHEREAS,** Assignor desires to assign, transfer, convey and deliver to Assignee the leases described on Schedule I attached hereto, including all amendments, modifications, and supplements thereto (the "Leases", and each a "Lease"), and Assignee desires to accept such assignment of the Leases, together with all right, title, and interest of Assignor thereunder. The properties encumbered by the Leases (the "Leased Premises") are described on Schedule II attached hereto.

**NOW, THEREFORE,** in consideration of the foregoing and the representations, warranties, covenants and agreements set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Assignment and Assumption of Lease. For and in consideration of Ten Dollars ($10.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, effective as of the Effective Time, Assignor hereby assigns, transfers, conveys, and delivers to Assignee all of Assignor's estate, right, title and interest as tenant of the leasehold estate described under the Leases, and Assignee hereby accepts the assignment, transfer, conveyance and delivery of Assignor's estate, right, title and interest in, to and under such leasehold estates.

2. Assumption of Assumed Liabilities. Effective as of the Effective Time, Assignor hereby assigns, and Assignee hereby assumes and agrees to pay, discharge, or perform when due all Assumed Liabilities related to the Leases and agrees to be bound by all duties and obligations, on or after the Closing Date, of the "Tenant" or "Lessee", as applicable, under each Lease.

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[1] **Note to Draft:** Each Seller Party that is party to a Lease will be party to this Assignment.

3. Conflict. The assignment and assumption of the Leases (and the Assumed Liabilities related thereto) made hereunder are made in accordance with, and subject to, the Purchase Agreement (including, without limitation, any surviving representations, warranties, covenants, and agreements contained therein), which are incorporated herein by reference. If there is any conflict or inconsistency between the provisions of the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall govern.

4. Binding Agreement. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns

5. Sole Remedy. The sole and exclusive remedy of the Assignee and Assignor with respect to any breach of this Assignment shall be as set forth in the Purchase Agreement.

6. Notices. All notices and other communications under or by reason of this Assignment shall be in writing and shall be deemed to have been duly given or made (a) when personally delivered, (b) when delivered by e-mail transmission with receipt confirmed or (c) upon delivery by overnight courier service, in each case, to the addresses and attention parties indicated below (or such other address, e-mail address or attention party as the recipient party has specified by prior notice given to the sending party in accordance with this Section):

If to Assignors, to:

Exide Technologies, LLC
13000 Deerfield Parkway
Suite 200
Milton, GA 30004
Attention: Legal Department
E-mail: bob.penman@exide.com
keith.scott@exide.com

With a copy (which will not constitute notice) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: Ray C. Schrock, P.C.;
Sunny Singh, Esq.;
Mariel E. Cruz, Esq.
E-mail: ray.schrock@weil.com
sunny. singh@weil. com
mariel. cruz@weil. Com

If to Assignee, to:

Battery BidCo, LLC
100 Northfield Street
Greenwich, CT 06830
Attn: Jacob D. Hudson
Tel: (203) 622-9138
Fax: (203) 622-0151
Email: jhudson@atlasholdingsllc.com

with a copy (which will not constitute notice) to:

Winston & Strawn LLP
1901 L Street, N.W.
Washington, D.C. 20036
Attn: Christopher M. Zochowski
Bradley A. Noojin
Tel: (202) 282-5780
Fax: (202) 282-5100
Email: czochowski@winston.com
bnoojin@winston.com

Winston & Strawn LLP
35 W. Wacker Drive
Chicago, IL 60601
Attn: Dan McGuire
Tel: (312) 558-5600
Fax: (312) 558-5700
Email: DMcguire@winston.com

7. Severability. If any term or provision of this Assignment is held invalid, illegal or unenforceable in any respect under any applicable Law, as a matter of public policy or on any other grounds, the validity, legality and enforceability of all other terms and provisions of this Assignment will not in any way be affected or impaired. If the final judgment of a court of competent jurisdiction or other Government Authority declares that any term or provision hereof is invalid, illegal or unenforceable, the Parties agree that the court making such determination will have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, illegal or unenforceable term or provision with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

8. Amendments. This Assignment may be amended, restated, supplemented or otherwise modified, only by written agreement duly executed by each Party.

9. Further Assurances. Each of the Parties shall execute and deliver such documents, and take such other action, as shall be reasonably requested by any other party to carry out the transactions contemplated by this Assignment.

10. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Facsimiles, e-mail transmission of .pdf signatures or other electronic copies of signatures shall be deemed to be originals.

11. Governing Law. This Assignment will be exclusively governed by and construed and enforced in accordance with the internal Laws of the State of Delaware, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied.

12. No Third-Party Beneficiaries. Nothing in this Assignment shall create or be deemed to create any third-party beneficiary rights in any Person not a party hereto, including any Affiliates of any Party.

13. Recordation. This Assignment (or any memorandum thereof) shall not be recorded in any public records.

14. Entire Agreement. This Assignment, the Purchase Agreement and the other Transaction Agreements (and all exhibits and schedules hereto and thereto) collectively constitute and contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior negotiations, correspondence, understandings, agreements and Contracts, whether written or oral, among the Parties respecting the subject matter hereof and thereof.

* * * * *

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

**Assignor:**

**[_____] a [_____]**

By:_____
Name: _____
Title: _____

**Assignee:**

**[_____], a [_____]**

By:_____
Name: _____
Title: _____

*[Signature Page to Lease Assignment and Assumption Agreement]*

# SCHEDULE I

## LEASES

# SCHEDULE II

## LEASED PREMISES

**EXHIBIT D**

# FORM OF INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT** ("Assignment"), effective as of [•] ("Effective Date"), is by and between [Seller Party][1], a [•] organized and existing under the laws of [•] ("Assignor"), and [Transferred Entity], a [•] organized and existing under the laws of [•] ("Assignee") (each of Assignor and Assignee, a "Party" and, together, the "Parties").

**WHEREAS**, pursuant to that certain Stock and Asset Purchase Agreement, dated as of July [•], 2020, by and between [Assignor] [Exide Technologies, LLC ("Seller")], [Battery BidCo LLC] ("Buyer") and [Atlas Capital Resources III LP] (as amended, supplemented or otherwise modified, the "Purchase Agreement"). [Seller] [Assignor] has agreed to sell[, or cause Assignor to sell,] and Buyer has agreed to purchase from Assignor, all of Assignor's right, title and interest in, to, and under the Transferred Assets, in each case, on the terms and subject to the conditions set forth in the Purchase Agreement. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement;

**WHEREAS**, as required in the Purchase Agreement, Assignor hereby desires to sell, convey, assign, transfer, and deliver to Assignee all Business Intellectual Property and Business Technology, including the Intellectual Property and Business Technology set forth on Exhibit A hereto (the "Assigned IP"); and

**WHEREAS**, Assignee desires to purchase, acquire and accept delivery of the Assigned IP from Assignor, which Assigned IP shall be acquired by Buyer in connection with Buyer's acquisition of the Transferred Equity Interests (including, for the avoidance of doubt, the equity interests of Assignee) pursuant to the terms of the Purchase Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Assignment of Intellectual Property. Assignor hereby conveys, sells, assigns and transfers to Assignee its entire worldwide right, title and interest in and to the Assigned IP, together with any and all goodwill connected with and symbolized by the Assigned IP, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its respective entire right, title and interest therein, including, without limitation, all rights in and to all fees, income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue,

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[1] **Note to Draft:** Each Seller Party that is the owner of Assigned IP will be party to this Assignment.

counterclaim, and recover for past, present and future infringement, misappropriation, dilution or other violation of the rights assigned or to be assigned under this Assignment.

2. Binding Agreement. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned IP.

3. Severability. If any term or provision of this Agreement is held invalid, illegal or unenforceable in any respect under any applicable Law, as a matter of public policy or on any other grounds, the validity, legality and enforceability of all other terms and provisions of this Agreement will not in any way be affected or impaired. If the final judgment of a court of competent jurisdiction or other Government Authority declares that any term or provision hereof is invalid, illegal or unenforceable, the Parties agree that the court making such determination will have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, illegal or unenforceable term or provision with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

4. Amendments. This Agreement may be amended, restated, supplemented or otherwise modified, only by written agreement duly executed by each Party.

5. Further Assurances. Each of the Parties shall execute and deliver such documents, and take such other action, as shall be reasonably requested by the other Party to carry out the transactions contemplated by this Assignment, and shall take such reasonable actions as may be necessary or appropriate to record, memorialize or make effective the assignments of the Assigned IP contemplated hereby as may be reasonably requested by the other Party, and to vest and perfect in Assignee such right, title, and interest in and to the Assigned IP as sold, assigned and transferred to Assignee hereunder.

6. Recordations. Assignor hereby authorizes and requests the officials of the United States Copyright Office and the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned IP.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Facsimiles, e-mail transmission of .pdf signatures or other electronic copies of signatures shall be deemed to be originals.

8. Governing Law. This Agreement will be exclusively governed by and construed and enforced in accordance with the internal Laws of the State of Delaware, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied.

9. No Third-Party Beneficiaries. Nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any Person not a party hereto, including any Affiliates of any Party.

10. Entire Agreement. This Agreement, the Purchase Agreement and the other Transaction Agreements (and all exhibits and schedules hereto and thereto) collectively constitute and contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior negotiations, correspondence, understandings, agreements and Contracts, whether written or oral, among the Parties respecting the subject matter hereof and thereof.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

**Assignor:**

[•]

By:_____

Name:
Title:

**Assignee:**

[•]

By:_____

Name:
Title:

# EXHIBIT A

## ASSIGNED IP

[Relevant portions of Schedule 2.02(a)(Vii) and Schedule 4.10(a) of the Purchase Agreement to be included here.]

## SCHEDULE A

Transferred Entities; Transferred Equity Interests

| Applicable Seller Party | Transferred Entity | Transferred Equity Interests |
|---|---|---|
| Exide Technologies, LLC | GNB Battery Technologies Japan, Inc. | 1 share of common stock |
| Exide Technologies, LLC | Exide de Mexico S. de R.L. de C.V. | 1participation unit<br>valued at $2,999.00 MxCy |
| Exide Delaware LLC | | 1 participation unit valued at $1.00 MxCy |
| Exide Technologies, LLC | Exide Technologies do Brasil Limitada | 3,925,404 limited company quotas |
| Exide Technologies, LLC | Exide Illinois, Inc. | 100 shares of common stock |
| Exide Technologies, LLC | RBD Liquidation, LLC | 10 units |
| Exide Technologies, LLC or another Seller Party (subject to completion of the restructuring contemplated in Section 6.06). | Exide Technologies Canada Corporation | 3,974,120 shares of common stock |

## SCHEDULE B

Debtors

1. Exide Holdings, Inc.
2. Exide Technologies, LLC
3. Dixie Metals Company
4. Refined Metals Corporation
5. Exide Delaware, LLC

## SCHEDULE C

Certain Transaction Agreements Key Terms

### IP Cross License Agreement

Pursuant to the IP Cross License Agreement, (1) Seller Party and its Affiliates (other than the Transferred Entities) will grant the Transferred Entities a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid-up, non-transferable (except to an Affiliate or acquirer or successor of any or all business lines), non-sublicensable (except to customers, suppliers, distributors and end-users) right, license and covenant not to sue to use, practice and otherwise exploit the Exide Licensed IP and (2) the Transferred Entities and their Affiliates will grant Seller Party and its Affiliates (other than the Transferred Entities) a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid-up, non-transferable (except to an Affiliate or acquirer or successor of any or all business lines), non-sublicensable (except to customers. suppliers, distributors and end-users), right, license and covenant not to sue to use, practice and otherwise exploit the Company Licensed IP. The IP Cross License Agreement will not contain any obligations regarding technology transfer or require access to any materials or documentation in the possession of a party. Any developments or improvements with respect to any Intellectual Property licensed under the IP Cross License Agreement shall be owned by the Person that made such development or improvement, as the case may be, and shall not be subject to any cross-license.

- "**Exide Licensed IP**" means the Intellectual Property (other than Trademarks and rights arising from or in respect of domain names) that is owned or controlled by Seller Party and its Affiliates (other than the Transferred Entities) as of Closing.
- "**Company Licensed IP**" means the Intellectual Property (other than Trademarks and rights arising from or in respect of domain names) that is owned or controlled by the Transferred Entities as of Closing.

### Trademark Co-Existence Agreement

Pursuant to the Trademark Co-Existence Agreement, by and among the Seller Party and/or its Affiliate(s) (other than the Transferred Entities) and the Transferred Entities, (1) Seller Party and its Affiliates (other than the Transferred Entities) will consent to Buyer and the Transferred Entities' exclusive ownership and continued use of the Relevant Co-Existence Marks in the Americas (*i.e.*, all jurisdictions in North America and South America), and (2) the Transferred Entities will consent to Seller Party and its Affiliates' (other than the Transferred Entities') exclusive ownership and continued use of the Relevant Co-Existence Marks in EMEA/APAC (which includes any and all countries that are not in the Americas). The Trademark Co-Existence Agreement shall be freely assignable in whole or in part to any person who acquires any right in any of the Relevant Co-Existence Marks.

- **"Relevant Co-Existence Marks"** means the Trademarks designated as "Y" in the Relevant Co-Existence Marks column of Schedule 4.10(a), which include, without limitation, "EXIDE", "GNB", "ABSOLYTE", "MARATHON", "SPRINTER", and "TENSOR" in block letters or otherwise, and the Exide, GNB, Absolyte, Marathon, Sprinter, and Tensor logo, either alone or in combination with other words, logos, symbols, or devices and all Trademarks and internet domain names confusingly similar to or embodying any of the foregoing either alone or in combination with other words.

**Supply Agreement**

Pursuant to the Supply Agreement:

(a) the Seller Party and/or its Affiliates' (other than the Transferred Entities) will agree to the long-term supply to the Transferred Entities of:

(i) products supplied by Seller Party and/or its Affiliates' (other than the Transferred Entities), or by Europe/ROW Buyer this Agreement or at any time in the future during the term of the Supply Agreement, in such reasonable quantities as the Parties shall reasonably agree and set forth in the definitive agreement, under the Sonnenschein and Dryfit brands (provided that the Transferred Entities and their Affiliates shall have the exclusive rights to obtain such supply as well as to market, sell and distribute such products in the Americas and none of Seller Party and/or its Affiliates' (after giving effect to the Closing) shall market, supply, sell or distribute such products under any brand or in white label form in the Americas, other than, in each case, to supply the Transferred Entities); and

(ii) other products supplied to the Transferred Entities by the Seller Party and its Affiliates' (other than the Transferred Entities) business to be acquired by the Europe/ROW Buyer as of the date of this Agreement that are mutually agreed by the Parties and set forth in the definitive agreement; and

(iii) The Transferred Entities will be granted an exclusive license under the SONNENSCHEIN and DRYFIT Trademarks (in block letters or otherwise and including the Sonnenschein and Dryfit logos, either alone or in combination with other words, logos, symbols, or devices and all Trademarks confusingly similar to or embodying any of the foregoing either alone or in combination with other words) for the sales and distribution of the products described in subparts (a)(i) and (ii) in the Americas; provided, that the Transferred Entities shall not (i) use such Trademarks in any manner, forms or formats other than those that are in use as of the Closing or otherwise consistent with the manner, forms or formats of such Trademarks in use by Seller Party and/or its Affiliates' (other than the Transferred Entities), or the Europe/ROW Buyer at any time during the future during the term of the Supply

Agreement, (ii) use such Trademarks in combination with other words, logos, symbols, or devices except as permitted in clause (i) herein, or (iii) use any Trademarks confusingly similar to SONNENSCHEIN or DRY FIT, except as permitted in clause (i) herein.

**TSA**

Pursuant to the TSA, Seller Party and/or its Affiliates (other than the Transferred Entities), on the one hand, and the Transferred Entities, on the other hand, will each provide or cause to be provided certain transitional services to the other. Such services will be provided in a manner substantially equivalent and with standards of quality and availability consistent with how such services were provided immediately prior to Closing. Such services will be provided for specified durations up to twelve (12) months and at the service provider's costs plus a pro rata allocation of overhead, an administration fee, and employee time billed at base hourly rates plus a pro rata allocation of payroll expenses.

**Debtors TSA**

Pursuant to the Debtors TSA, Seller Party and its Affiliates (other than the Transferred Entities), on the one hand, and Buyer or one of its Affiliates, on the other hand, will provide or cause to be provided certain transitional estate or other services to the other, including the services set forth in the Reading SOW. Such services will be provided in a manner substantially equivalent and with standards of quality and availability consistent with how such services were performed or provided immediately prior to Closing. Such services will be provided for specified durations up to twelve (12) months. Services will be provided for a service fee equal to the *sum* of (a) the service provider's costs (without duplication of the following), *plus* (b) a pro rata allocation of overhead, *plus* (c) a reasonable administration fee, *plus* (d) employee time billed at base hourly rates, *plus* (e) a pro rata allocation of payroll-related expenses, *plus* (f) $15,000 per month (or a pro rata portion thereof in respect of any partial month) in respect of services provided by and costs related to the Specified Supervisor.

**Reading SOW**

Pursuant to the Reading SOW, notwithstanding anything to the contrary in the Debtors TSA:

a. Seller Party and its Affiliates (other than the Transferred Entities) will provide or cause to be provided certain transitional estate or other services to Buyer and its Affiliates solely with respect to the Reading Assets, including, pursuant to Buyer's supply of plastic for conversion into usable plastic chips, Seller Party's and/or its Affiliate's provision of certain plastic tolling services to convert such plastic into usable plastic chips;

b. Such services will be provided in a manner substantially equivalent and with standards of quality and availability consistent with how such services were performed or provided immediately prior to Closing. Such services will be provided for a term ending on the earlier of (i) the sixtieth ($60^{th}$) day after the Closing, and (ii) the thirtieth ($30^{th}$) day after notice of termination shall have been delivered by one party to the other;

c. Such services will be provided for a service fee equal to the *sum* of (a) the service provider's costs (without duplication of the following), *plus* (b) a pro rata allocation of overhead, *plus* (c) a reasonable administration fee, *plus* (d) employee time billed at base hourly rates, *plus* (e) a pro rata allocation of payroll-related expenses, *plus* (f) $80,000.

On the RSOW Expiration Date, Buyer and Seller shall, or shall cause their applicable Affiliate, to deliver a signature page counterpart to the other party of a bill of sale and assignment and assumption agreement in substantially the form of Exhibit B or otherwise in the form and substance reasonably acceptable to Buyer and Seller, pursuant to which Seller shall convey the Reading Assets to Buyer effective on the RSOW Expiration Date.

**Assignment:** Each party to the agreements on this Schedule C may assign such agreement (in whole or in part) to its Affiliate or an acquirer of any or all of the business lines of it and its Affiliates.

# STOCK AND ASSET PURCHASE AGREEMENT

dated as of July ~~—~~27, 2020

by and among

**Exide Technologies, LLC, as Seller,**

**Battery BidCo LLC, as Buyer,**

**and**

**Atlas Capital Resources III LP, as Guarantor**

EXHIBITS

| | |
|---|---|
| Exhibit A | Definitions |
| Exhibit B | Form of Bill of Sale, Assignment and Assumption Agreement |
| Exhibit C | Form of Transferred Leased Property Assignment and Assumption Agreement |
| Exhibit D | Form IP Assignment Agreement |
| Exhibit E | Transaction Accounting Principles and Reference Working Capital Statement |

SCHEDULES

| | |
|---|---|
| Schedule A | Transferred Entities; Transferred Equity Interests |
| Schedule B | Debtors |
| Schedule C | Certain Transaction Agreements Key Terms |

This STOCK AND ASSET PURCHASE AGREEMENT, dated as of July —27, 2020 (the "**Agreement Date**"), is made by and between Exide Technologies, LLC, a Delaware limited liability company ("**Seller**"), and Battery BidCo LLC, a Delaware limited liability company (together with is permitted assigns pursuant to Section 12.08, "**Buyer**") and, solely for purposes of Section 12.17, 12.18 and 12.23, Atlas Capital Resources III LP, A Delaware limited partnership ("**Guarantor**" and together with Seller and Buyer, the "**Parties**").

PRELIMINARY STATEMENTS

A. Seller and certain of its Affiliates are debtors-in-possession under title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "**Bankruptcy Code**") and, on May 19, 2020 filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"), commencing the jointly administered bankruptcy cases pending as *In re Exide Holdings*, Case No. 20-11157 (collectively, the "**Bankruptcy Cases**").

B. Seller owns or controls, directly or indirectly, the other Seller Parties.

C. Certain Seller Parties own the equity interests (collectively, the "**Transferred Equity Interests**") of the Persons set forth on Schedule A (each a "**Transferred Entity**" and, together, the "**Transferred Entities**") as and to the extent set forth beside such Transferred Entity's name on Schedule A.

D. The Seller Parties and the Transferred Entities are engaged in, or hold assets or liabilities relating to, the Business (and/or, in the case of certain of the Seller Parties hold Transferred Equity Interests).

E. The Seller Parties desire to sell to Buyer, and Buyer desires to purchase from the Seller Parties all of the Transferred Equity Interests and the Transferred Assets, and Buyer desires to assume the Assumed Liabilities, in each case, on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

## ARTICLE I

## DEFINITIONS

Section 1.01 Certain Defined Terms. Capitalized terms used in this Agreement have the meanings specified in Exhibit A.

(vi) to the maximum extent permitted by the Bankruptcy Code, all rights of any Seller Party under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors, to any Seller Party to the extent related to the Transferred Assets;

(vii) to the maximum extent permitted by the Bankruptcy Code or applicable Law, all Business Intellectual Property (and the right to sue, bring claims and other Causes of Action for infringement, misappropriation or violation thereof) and Business Technology, including the Business Intellectual Property and Business Technology set forth on Schedule 2.02(a)(vii);

(viii) all assets, rights and properties of or relating to the Assumed Employee Plans;

(ix) the Transferred Books and Records;

(x) all personal property and interests therein, including furniture, furnishings, office equipment, communications equipment, machinery, tools, tooling, vehicles, and other tangible personal property to the extent related to the Business, other than those described under Section 2.02(b)(xviii) or Section 2.02(b)(xx);

(xi) all inventory wherever located, including all semi-finished and finished goods, raw materials, works in progress, packaging, supplies, tooling and parts, whether held at any location or facility of any Seller Party or in transit to any Seller Party, in each case, as of the Effective Time and related to the Business;

(xii) goodwill of the Business;

(xiii) all accounts receivable of the Business, which, for the avoidance of doubt, includes all of the accounts receivable in the accounts that comprise "*Accounts receivable, net*" as referenced in Exhibit E;

(xiv) all customer and supplier lists related to the Business;

(xv) all rights, demands, claims, causes of action, prepayments, refunds, rights of recovery, credits, allowances, rebates, or rights of setoff or subrogation and other claims of any of the Seller Parties against any Person (collectively, "**Causes of Action**") arising from any of the Transferred Assets or related to the Business, including any rights against third parties under Transferred Contracts other than those Causes of Action described in Section 2.02(b)(iv), Section 2.02(b)(v), and Section 2.02(b)(vii);

(xvi) the assets listed on Schedule 2.02(a)(xvi); provided, however, that notwithstanding anything else to the contrary herein, including this Section 2.02(a), the Seller Party shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire and accept from each such Seller Party, all of such Seller Party's right, title and interest in, to and under the assets, rights and properties identified and set forth in Paragraph 2 of Schedule

2.02(a)(xvi) (the "**Reading Assets**") on the date of the expiration or other earlier termination of the Reading SOW (the "**RSOW Expiration Date**"); provided, further, that, for the avoidance of doubt, the Reading Assets shall not be transferred to, sold, conveyed, assigned, transferred or delivered to Buyer at any time on or prior to the RSOW Expiration Date;

(xvii) Cash (after taking into account all Cash of the Transferred Entities, but excluding Cash in the bank accounts set forth on Schedule 2.02(b)(xviii)) up to an amount equal to the Target Cash Amount;

(xviii) to the maximum extent transferrable, all bank accounts related to the Business, other than those set forth on Schedule 2.02(b)(xviii);

(xix) all prepaid expenses and deposits, to the extent related to the Business, other than (A) adequate assurance deposits posted in accordance with section 366 of the Bankruptcy Code and (B) those prepaid expenses and deposits set forth Schedule 2.02(b)(xvi);

(xx) other than any Excluded Assets, all other assets, properties or rights of every kind and description, wherever located, whether real, personal or mixed, tangible or intangible, that are owned by a Seller Party and related to the Business; and

(xxi) to the maximum extent permitted by the Bankruptcy Code or applicable Law and subject to Section 6.13, all occurrence-based Insurance Policies set forth on Schedule 2.02(a)(xxi) (each, a "**Transferred Insurance Policies**") and all rights of any nature with respect to any such Transferred Insurance Policy, including any recoveries thereunder and any rights to assert claims seeking any such recoveries.

(b) Excluded Assets. Notwithstanding anything to the contrary herein, the following assets, rights or properties of or in the possession of the Seller Parties (the "**Excluded Assets**") shall be retained by the Seller Parties and their Affiliates, other than the Transferred Entities:

(i) all Available Contracts (other than Transferred Contracts) and all Contracts not related to the Business ("**Excluded Contracts**");

(ii) Cash in excess of the Target Cash Amount;

(iii) other than the Transferred Owned Real Property and Transferred Leased Real Property, all right, title and interest in owned and leased real property together with all improvements, facilities, fixtures and appurtenances thereto and all rights in respect thereof, and all servitudes, easements, rights-of-way, other surface use agreements and water use agreements related thereto and, with respect to any such leased real property, all rights in respect thereof (including all options and rights of first refusal) and all tenements, hereditaments, appurtenances and other property rights appertaining thereto (collectively, the "**Excluded Real Property**");

(e) To the extent that any amounts are deducted or withheld and timely paid pursuant to this Section 2.06, such amounts will be treated for all purposes of this Agreement as having been paid to the Person to whom such amounts would otherwise have been paid. Notwithstanding the foregoing, Taxes for purposes of this Section 2.06 shall not include Transfer Taxes.

## ARTICLE III

## PURCHASE PRICE

Section 3.01 Purchase Price. The aggregate consideration to be paid by Buyer for the sale of all of the Transferred Equity Interests, the Transferred Assets and the obligations of Seller, the Seller Parties set forth in this Agreement shall be (a) an amount in cash equal to the sum of (i) $178,600,000 (the "**Base Purchase Price**"), plus (ii) the Final Working Capital Increase (if any), minus (iii) the Final Working Capital Decrease (if any), minus (iv) the Final Transferred Entity Debt (if any), plus (v) the Final Cash Amount Increase (if any), minus (vi) the Final Cash Amount Decrease (the resulting number being the "**Purchase Price**"), and (b) the assumption of the Assumed Liabilities.

Section 3.02 Purchase Price Deposit. Upon the execution of this Agreement, pursuant to the terms of this Agreement and the Escrow Agreement, as applicable, Buyer shall immediately deposit with Citibank N.A., in its capacity as escrow agent (the "**Escrow Agent**"), the sum of $17,860,000 representing ten percent (10%) of the Base Purchase Price, by wire transfer of immediately available funds (the "**Escrowed Funds**"), to be released by the Escrow Agent and delivered to either Buyer or Seller in accordance with this Agreement and the provisions of the Escrow Agreement. The Escrowed Funds (together with any and all accrued investment income thereon) shall be distributed upon the earlier of the Closing or the termination of this Agreement in accordance with Section 3.03(a)(ii) and 3.03(b)(ii) or Section 11.03, as applicable.

Section 3.03 Certain Closing Deliverables. At the Closing:

(a) Seller shall deliver or cause to be delivered to Buyer the following:

(i) to the extent the Transferred Equity Interests are certificated, certificates (or if such certificate cannot be located by the applicable Seller Party, an indemnity in favor of the Transferred Entity in agreed form) evidencing the Transferred Equity Interests, duly endorsed in blank or accompanied by stock powers duly executed in blank;

(ii) a counterpart of the Joint Written Instructions, duly executed by Seller, directing the Escrow Agent to deliver to Seller the Escrowed Funds;

(iii) a counterpart of the Bill of Sale, Assignment and Assumption Agreement for Transferred Assets (other than the Transferred Leases and Reading Assets), in the

form attached hereto as Exhibit B (the "**Bill of Sale, Assignment and Assumption Agreement**"), duly executed by the applicable Seller Parties;

(iv) a counterpart of the Assignment and Assumption Agreement for Transferred Leases, in the form attached hereto as Exhibit C (the "**Transferred Leased Property Assignment and Assumption Agreement**"), duly executed by the applicable Seller Parties together with duly executed Transfer Tax or sales disclosure forms, where applicable unless under applicable Law such Transfer Tax stamps or duly stamped transfer forms are only available post-Closing (in which case such Transfer Tax stamps or duly stamped transfer forms shall be delivered to Seller promptly and in any event no later than five (5) Business Days after receipt thereof by Buyer);

(v) counterparts of the IP Assignment Agreement, in the form attached hereto as Exhibit D (the "**IP Assignment Agreement**"), duly executed by the applicable Seller Parties or their Affiliates (other than the Transferred Entities), on the one hand, and the applicable Transferred Entities, on the other hand;

(vi) a counterpart of each of the Debtors TSA, duly executed by the applicable Seller Parties and their Affiliates;

(vii) counterparts of the Trademark Co-Existence Agreement, duly executed by the applicable Seller Parties or their Affiliates (other than the Transferred Entities), on the one hand, and the applicable Transferred Entities, on the other hand;

(viii) counterparts of the TSA, duly executed by the applicable Seller Parties or their Affiliates (other than the Transferred Entities), on the one hand, and the applicable Transferred Entities, on the other hand;

(ix) counterparts of the IP Cross License Agreement, duly executed by the applicable Seller Parties or their Affiliates (other than the Transferred Entities), on the one hand, and the applicable Transferred Entities, on the other hand;

(x) counterparts of the Supply Agreement, duly executed by the applicable Seller Parties or their Affiliates (other than the Transferred Entities), on the one hand, and the applicable Transferred Entities, on the other hand;

(xi) the officer's certificate required to be delivered pursuant to Section 10.02(a)(iv), a copy of which shall also be delivered to the Title Company;

(xii) duly executed deeds (the "**Deeds**") or comparable instruments of transfer, in customary form, conveying to Buyer, good and valid fee simple title to the Transferred Owned Real Property free and clear of all Liens, except for Permitted Liens, together with duly executed Transfer Tax or sales disclosure forms, where applicable unless under applicable Law such Transfer Tax stamps or duly stamped transfer forms are only available post-Closing (in which case such Transfer Tax stamps or duly stamped transfer forms

(v) a counterpart of the Bill of Sale, Assignment and Assumption Agreement, duly executed by Buyer;

(vi) a counterpart of the Transferred Leased Property Assignment and Assumption Agreement, duly executed by Buyer;

(vii) a counterpart of each Local Agreement, duly executed by Buyer;

(viii) a counterpart of each of the Debtors TSA, duly executed by Buyer and its applicable Affiliates;

(ix) the officer's certificate required to be delivered to Seller pursuant to Section 10.01(a)(iii); and

(x) such other documents, instruments and certificates as Seller (on behalf of itself and the Seller Parties) may reasonably request.

Section 3.04 Estimated Closing Statement; Closing Payment. No fewer than two (2) Business Days before the Closing Date, Seller shall prepare and deliver to Buyer a written statement, together with reasonably detailed supporting documentation (the "**Estimated Closing Statement**"), setting forth each of: (i) the amount of Estimated Working Capital; (ii) the amount of any Estimated Working Capital Increase or Estimated Working Capital Decrease; (iii) the amount of the Estimated Transferred Entity Debt; (iv) the Estimated Cash Amount; (v) the amount of the Estimated Cash Amount Increase or Estimated Cash Amount Decrease, as applicable; (vi) the aggregate amount to be paid by Buyer to Seller (for the benefit of itself and the other Seller Parties) at the Closing (the "**Closing Payment**"), which amount shall be equal to the sum of: (A) the Base Purchase Price, plus (B) the Estimated Working Capital Increase, if applicable, minus (C) the Estimated Working Capital Decrease, if applicable, minus (D) the Estimated Transferred Entity Debt, plus (E) the Estimated Cash Amount Increase, if applicable; minus (F) the Estimated Cash Amount Decrease, if applicable; and (vii) the wire transfer information for the account or accounts to which Buyer shall pay the Closing Payment. The Closing Payment and any other payments to be made to Seller under this Agreement shall be paid to Seller for its account and as agent for the account of the other Seller Parties, unless otherwise specified by Seller in the Estimated Closing Statement.

Section 3.05 Proposed Final Closing Statement and Final Closing Statement.

(a) Within thirty (30) days after the Closing Date, Buyer shall provide to Seller a written statement (the "**Proposed Final Closing Statement**") setting forth (i) the Proposed Final Working Capital, (ii) the Proposed Final Transferred Entity Debt, (iii) the Proposed Final Cash Amount, and (iv) a description in reasonable detail, of any proposed changes to the Estimated Closing Statement, attaching supporting schedules, working papers and all other relevant documents and details to enable a review thereof by Seller.

sublessee) in any Leased Real Properties, which are the subject of Section 4.15, (y) any personal property leased pursuant to a Transferred Contract and (z) Intellectual Property rights, which are the subject of Section 4.10) are owned by or otherwise made available to the Seller Parties and the Transferred Entities, and, at the Closing, subject to Section 2.02(a)(xvi) and Section 2.03, Buyer or one of its Affiliates will own each of such Transferred Assets and the Transferred Equity Interests or will be vested with good title to such Transferred Assets, as the case may be, free and clear of all Liens, other than Permitted Liens.

(b) Assuming receipt of all relevant Consents, and that all Available Contracts are assumed ~~and no Excluded Asset Schedule Supplement is delivered~~, the Transferred Assets, (together with the Assets, the Intellectual Property rights provided under the IP Cross License Agreement, the Trademark Co-Existence Agreement ~~and~~, the TSA and the Debtors TSA (including, for the avoidance of doubt, the Reading SOW ) and all rights granted and services to be performed under the Transaction Agreements) constitute all of the properties, rights and assets that are necessary to permit the Buyer to conduct the Business, after the Closing, in all material respects as presently conducted by the Seller Parties.

Section 4.18 Insurance. Schedule 4.18 provides a summary of all Insurance Policies maintained for, at the expense of, or for the benefit of, the Transferred Entities or the Transferred Assets or the Business. Each such Insurance Policy is in full force and effect, all premiums due to date thereunder have been paid in full and neither Seller nor any of its Affiliates is in material default with respect to any other obligations thereunder. No written notice of cancellation or nonrenewal, in whole or in part, with respect to any such Insurance Policy currently in force has been received by Seller.

Section 4.19 Affiliate Transactions. Except: (a) for employment-related arrangements, the payment of compensation and benefits in the Ordinary Course of Business, and travel advances and employees loans, (b) Contracts entered into in the Ordinary Course of Business on an arm's length basis or (c) as set forth on Schedule 4.19, no current officer, manager, director or Affiliate of any Seller Party (other than the Transferred Entities) is a party to any Contract, or business relationship with, or has any material interest in any property used by, any of the Seller Parties or the Transferred Entities.

Section 4.20 Condition of Transferred Assets and Assets. The items of material, tangible personal property included in the Transferred Assets and Assets are in working condition and are reasonably adequate for the uses to which they are currently being put, the failure of which would not reasonably be expected to be material to the Business taken as a whole.

Section 4.21 Corruption and Trade Regulation.

(a) Neither the Transferred Entities nor, to the Knowledge of Seller, any Person acting on behalf of the Seller Parties in respect of the Business or Transferred Entities has at any time in the past twelve (12) months:

permitted under applicable Law. In the event that such rights and interests are not assignable, Seller shall assist Buyer in the enforcement of such rights and interests.

(h) No Third Party Beneficiaries. Notwithstanding the provisions of this Section 6.10(h) or any provision of the Agreement, nothing in this Section 6.10(h) or the Agreement is intended to or shall (i) create any third party rights, (ii) amend any employee benefit plan, program, policy or arrangement, (iii) require Buyer or any of its Affiliates or any Seller Party or any of its Affiliates to continue any employee benefit plan, program, policy or arrangement beyond the time when it otherwise lawfully could be terminated or modified or as otherwise required herein or (iv) provide any Covered Employee or any Transferred Employee with any rights to continued employment.

(i) Specified Supervisor. Notwithstanding anything else to the contrary herein and for the avoidance of doubt, the individual employee listed last on Schedule 6.10(a) (the "**Specified Supervisor**") hereto shall not be deemed a Covered Employee for any purpose hereunder; provided, however, that the Specified Supervisor shall become a Covered Employee hereunder immediately following the later of (x) the effective date of the Debtors' plan of reorganization and (y) the abandonment or other disposition by the Debtors of the last Excluded Real Property (the "**Supervisor Termination Date**") and the terms and conditions set forth in this Agreement with respect to Covered Employee shall be effective and applicable with respect to the Specified Supervisor only from and after such date notwithstanding any specific timing requirements or other terms and conditions that would otherwise be applicable to any other Covered Employees prior to such date. For the avoidance of doubt, the purpose of this provision is to ensure that the Specified Supervisor does not become, and shall not be construed as, an employee of Buyer or any of Buyer's Affiliates until such time as such Specified Supervisor's duties with respect to the Excluded Real Property shall have been completed or terminated.

Section 6.11 Collective Bargaining Agreements. Prior to the Closing Date, (i) the Bankruptcy Court shall have determined that the Seller Parties can sell the Transferred Assets free and clear of the Collective Bargaining Agreements set forth on Schedule 4.12(a), (ii) the Unions shall have agreed to waive or remove any successor clauses in the Collective Bargaining Agreements set forth on Schedule 4.12(a) and to waive any claim that Buyer has or is required to assume or succeed to those Collective Bargaining Agreements, or (iii) the Bankruptcy Court shall have granted a motion acceptable to Buyer filed by the applicable Seller Parties pursuant to section 1113(c) of the Bankruptcy Code authorizing the applicable Seller Parties to reject the Collective Bargaining Agreements set forth on Schedule 4.12(a).

Section 6.12 No Successor Liability. The Parties intend that, to the fullest extent permitted by Law (including under section 363(f) of the Bankruptcy Code), upon the Closing, the Buyer shall not be deemed to: (a) be the successor of any Seller Party, including with respect to any Collective Bargaining Agreement and any Employee Plans (except for any Assumed Benefit Plans), (b) have, de facto or otherwise, merged with or into any Seller Party, (c) be a mere continuation or substantial continuation of any Seller Party, or (d) be liable for any acts or omissions of the Seller Parties in the conduct of the Business or arising under, or related to, the Transferred Assets, other than as expressly set forth in this Agreement. The Parties acknowledge and agree that the Transaction was subject to arm's-length negotiating by Buyer and all Seller

**EXHIBIT A**

# DEFINITIONS

"**Action**" means any action, suit, arbitration, investigation or proceeding by or before any Government Authority.

"**Affiliate**" means, with respect to any specified Person, any other Person that, at the time of determination, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified Person; provided, however, that for the purposes of this Agreement (a) Seller shall not be deemed an Affiliate of Buyer, nor, after the Closing, of any Transferred Entity of which the Transferred Equity Interests are transferred to Buyer pursuant to this Agreement and (b) after the Closing, Buyer shall be deemed an Affiliate of each of the Transferred Entities (and vice versa).

"**Affected Union**" refers to those unions party to Collective Bargaining Agreements set forth in Schedule 4.12(a)(ii).

"**Agreement**" means this Stock and Asset Purchase Agreement, dated as of July —27, 2020, by and among Seller, Buyer, and, solely for purposes of Sections 12.17, 12.18 and 12.23, Guarantor, including the Disclosure Schedules and the Exhibits, and all amendments to such agreement made in accordance with Section 12.10.

"**Antitrust Laws**" means the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, and any Laws applicable to Buyer or any Seller Party or any Transferred Entity under any applicable jurisdiction that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

"**Assets**" means the assets and properties that are owned, leased or licensed by any Transferred Entity.

"**Assumed Employee Plans**" means any Employee Plan set forth on Schedule 6.10(c), including Exide Technologies 401(k) Savings and Retirement Plan, and the Exide Technologies Hourly 401(k) Plan, but excluding any Title IV Plan, defined benefit pension plan or supplemental or excess benefit retirement plans.

"**Available Software Contract**" means any executory third-party Software Contract that is related to or used in the Business.

"**Auction**" means the auction undertaken pursuant to the Bidding Procedures Order.

"**Back-Up Trigger Notice Date**" means August 31, 2020 at 11:59 p.m. New York City time.

commitment that purports to be binding on any Person or any part of its property (or subjects any such assets or property to a Lien).

"**Control**" means, with respect to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise. The terms "**Controlled by**," "**Controlled**," "**under common Control with**" and "**Controlling**" shall have correlative meanings.

"**Covered Employee**" means any employee of (i) any Transferred Entity or (ii) any Seller Party that is primarily dedicated to the Business, excluding, for ~~other~~ ~~than~~avoidance of doubt, those employees listed on Schedule 6.10(a).

"**Cure Costs**" means any and all amounts, costs or expenses that must be paid or actions or obligations that must be performed or satisfied pursuant to section 365(b)(1) of the Bankruptcy Code to effectuate the assumption by the applicable Seller Party who is a Debtor, and the assignment to Buyer, of the Transferred Contracts to which such Seller Party is party, as determined by the Bankruptcy Court or agreed to by Seller and the non-Seller counterparty to the applicable Transferred Contract.

"**Data**" means databases and compilations, including all data and collections of data, whether machine readable or otherwise.

"**Debt**" means financial indebtedness for borrowed money from third party lending sources (excluding, for the avoidance of doubt, operating leases and capital leases which are Transferred Contracts), calculated in accordance with GAAP and the Seller Parties' and Transferred Entities' books and records.

"**Debtors**" means Seller and each of the Subsidiaries of Seller set forth on Schedule B.

"**Debtors TSA**" means the transition services agreement among the Buyer and its Affiliates, and the applicable Seller Parties and their Affiliates (other than the Transferred Entities) pursuant to which certain transitional estate services will be provided, which shall include the applicable terms set forth in Schedule C and~~, subject to Section 6.15,~~ be in the form and substance reasonably acceptable to Seller and Buyer.

"**Disclosure Schedules**" means the disclosure schedules, dated as of the Agreement Date (as may be amended, updated, or supplemented pursuant to Section 6.17) delivered by Seller to Buyer, which form a part of this Agreement.

"**Effective Time**" means 12:01 a.m. (local time) on the Closing Date.

"**Employee Plans**" means all employee benefit plans (within the meaning of Section 3(3) of ERISA), and each other material retirement, welfare benefit, bonus, stock option, stock purchase, restricted stock, incentive, deferred compensation, employment, retention, termination, or severance programs or agreements, in each case, pursuant to which any of the Seller Parties or Transferred Entities currently has any obligation with respect to any Covered Employee or

"**Post-Closing Adjustment**" means the amount (which may be positive or negative) equal to the sum of: (a) the Final Working Capital minus the Estimated Working Capital, (b) the Final Transferred Entity Debt minus the Estimated Transferred Entity Debt, and (c) the Final Cash Amount minus the Estimated Cash Amount.

"**Pre-Closing Period**" means the period beginning on the Agreement Date and ending on the earlier of the Closing Date and the date this Agreement is validly terminated in accordance with its terms.

"**Pre-Closing Tax Period**" means any taxable period ending on or before the Closing Date and the portion of any Straddle Period ending on and including the Closing Date.

"**Proposed Final Cash Amount**" means Buyer's good faith, proposed final calculation of the Cash Amount as of the Effective Time.

"**Proposed Final Transferred Entity Debt**" means Buyer's good faith, proposed final calculation of the Transferred Entity Debt as of the Effective Time.

"**Proposed Final Working Capital**" means Buyer's good faith, proposed final calculation of the Net Working Capital as of the Effective Time.

"**Reading SOW**" means the mutually reasonably agreed-upon statement of work under the Debtors TSA pursuant to which certain transitional services will be provided solely with respect to Reading Assets, which shall include the applicable terms set forth in Schedule C.

"**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, depositing, escaping, leaching, dumping, disposing or migration of any Hazardous Materials, including the abandonment or discarding of barrels, containers and other receptacles containing any Hazardous Materials.

"**Related to the Business**" means (i) with respect to any Contract for Software, any such Contract that is (A) related to or used in the Business and (B) legally and operationally transferrable to Buyer as of the Closing Date and (ii) with respect to any other Contract, related to or used in the Business.

"**Reference Working Capital Statement**" has the meaning set forth in Exhibit E.

"**Representative**" of a Person, means the directors, officers, employees, advisors, agents, consultants, attorneys, accountants, financial advisors or other representatives of such Person.

"**Required Approvals**" means the approvals of the Government Authorities set forth on Schedule 10.01(b).

"**Restricted Person**" means any of the following: (i) any Person designated on the Specially Designated Nationals and Blocked Persons List, the Foreign Sanctions Evaders List, or the Sectoral Sanctions Identifications List, which are enforced by OFAC, or any Person owned 50% or more directly or indirectly by one or more Persons designated on such OFAC-enforced

reduced to practice) apparatus, creations, improvements, works of authorship and other similar materials, and confidential, proprietary or non-public information, and all recordings, graphs, drawings, reports, analyses and other writings, and other tangible embodiments of the foregoing in any form whether or not listed herein, and all related technology, that are used in, incorporated in, embodied in, displayed by or relate to, or are used in connection with the foregoing.

"**Trade Secrets**" means confidential and proprietary information and know-how or trade secrets, including ideas, concepts, methods, techniques and inventions (whether patentable or unpatentable), and other works, whether or not developed or reduced to practice, rights in customer, vendor, and prospect lists.

"**Trademark Co-Existence Agreement**" means the trademark agreement, which shall include the applicable terms set forth in Schedule C and, subject to Section 6.15, be in the form and substance reasonably acceptable to Seller and Buyer.

"**Trademarks**" means trademarks, service marks, trade names, service names, trade dress, logos and other identifiers of same, including all goodwill associated therewith, and all common Law rights, and registrations and applications for registration thereof, all rights therein provided by international treaties or conventions, and all reissues, extensions and renewals of any of the foregoing.

"**Transaction Accounting Principles**" has the meaning set forth in Exhibit E.

"**Transaction Agreements**" means this Agreement, the TSA, the Debtors TSA, (including, for the avoidance of doubt, the Reading SOW), the Bill of Sale, Assignment and Assumption Agreement, the Transferred Leased Property Assignment and Assumption Agreement, the IP Cross License Agreement, the Trademark Co-Existence Agreement, the IP Assignment Agreement, the Supply Agreement, the Escrow Agreement, the Local Agreements, the Deeds and any other agreements, instruments or documents required to be delivered at the Closing, in each case, including all exhibits and schedules thereto and all amendments thereto made in accordance with the respective terms thereof.

"**Transactions**" means the transactions contemplated by this Agreement and the other Transaction Agreements.

"**Transfer Taxes**" means all sales, use, excise, gross receipts, ad valorem, direct or indirect real property, transfer, intangible, stamp, business and occupation, value added (including VAT and Canadian goods and services Tax, harmonized sales Tax and provincial sales Tax), recording, documentary, filing, permit or authorization, leasing, license, lease, service, service use, severance, franchise, profits, gains, property registration, and similar non-income Taxes, motor vehicle registration, title recording or filing fees and other amounts payable in respect of transfer filings, together with any interest and any penalties, additions to Tax or additional amounts imposed by any Taxing Authority with respect thereto.

"**Transferred Books and Records**" means all books, records, files and papers, whether in hard copy or computer format, including sales and promotional literature, manuals and Data,

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| 2019 Audited Financial Statements | Section 4.06(a) |
| 2019 Interim Financial Statements | Section 4.06(a) |
| Action | Exhibit A |
| Affected Union | Exhibit A |
| Affiliate | Exhibit A |
| Agreement Date | Preamble |
| Agreement | Exhibit A |
| Anti-Corruption Laws | Section 4.21(a)(i) |
| Antitrust Laws | Exhibit A |
| Assets | Exhibit A |
| Assumed Contract | Section 2.05(a) |
| Assumed Employee Plans | Exhibit A |
| Assumed Liabilities | Section 2.02(c) |
| Auction | Section 8.04 |
| Available Contracts List | Section 2.05(a) |
| Available Contracts | Section 2.05(a) |
| Back-Up Trigger Notice | Section 8.04 |
| Back-Up Trigger Notice Date | Exhibit A |
| Bankruptcy and Equity Exception | Exhibit A |
| Bankruptcy Cases | Preliminary Statements |
| Bankruptcy Code | Preliminary Statements |
| Bankruptcy Court | Preliminary Statements |
| Base Purchase Price | Section 3.01 |
| Bidding Procedures Order | Exhibit A |
| Bill of Sale, Assignment and Assumption Agreement | Section 3.03(a)(iii) |
| BMAL Transfer | Section 6.18 |
| Board | Exhibit A |
| Business Day | Exhibit A |
| Business Intellectual Property | Exhibit A |
| Business Registrable IP | Exhibit A |
| Business Technology | Exhibit A |
| Business | Exhibit A |
| Buyer Transaction Agreements | Exhibit A |
| Buyer Transactions | Exhibit A |
| Buyer | Preamble |
| Buyer's Allocation Notice | Section 3.07 |
| Canada Restructuring | Section 6.06 |
| Canadian Tax Escrow Agent | Exhibit A |
| Canadian Tax Escrow Agreement | Exhibit A |
| CapEx Budget | Exhibit A |
| Cash Amount | Exhibit A |
| Cash | Exhibit A |
| Causes of Action | Section 2.02(a)(xv) |
| Change | Exhibit A |
| Closing Conditions | Exhibit A |

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| Leased Real Property | Exhibit A |
| Leases | Exhibit A |
| Liabilities | Exhibit A |
| Lien | Exhibit A |
| Local Agreements | Section 3.03(a)(xiii) |
| Material Adverse Effect | Exhibit A |
| Material Contracts | Section 4.12(a) |
| Modified Labor Agreement | Exhibit A |
| Multi employer Plan | Section 4.13(c) |
| Net Working Capital | Exhibit A |
| Nonparty Affiliates | Section 12.18 |
| Noteholder | Exhibit A |
| OFAC | Exhibit A |
| Order | Exhibit A |
| Ordinary Course of Business | Exhibit A |
| Outside Date | Section 11.01(d) |
| Owned Real Property | Exhibit A |
| Parties | Preamble |
| Permits | Exhibit A |
| Permitted Liens | Exhibit A |
| Person | Exhibit A |
| Personal Data | Exhibit A |
| Post-Closing Adjustment | Exhibit A |
| Pre-Closing Period | Exhibit A |
| Pre-Closing Tax Period | Exhibit A |
| Privacy Policies | Section 2.02(b)(xiii) |
| Proposal Final Cash Amount | Exhibit A |
| Proposed Final Closing Statement | Section 3.05(a) |
| Proposed Final Target Cash Adjustment | Exhibit A |
| Proposed Final Transferred Entity Debt | Exhibit A |
| Proposed Final Working Capital | Exhibit A |
| Purchase Price Allocation | Section 3.04 |
| Purchase Price | Section 3.01 |
| Reading Assets | Section 2.02(a)(xvi) |
| Reading SOW | Exhibit A |
| RCRA | Section 4.11(d) |
| Reference Working Capital Statement | Exhibit A |
| Related to the Business | Exhibit A |
| Release | Exhibit A |
| Representative | Exhibit A |
| Required Approvals | Exhibit A |
| Resolution Period | Section 3.05(c) |
| Restricted Person | Exhibit A |
| Restricted Transfer | Section 2.03 |

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| Review Period | Section 3.05(b) |
| RSOW Expiration Date | Section 2.02(a)(xvi) |
| Sale Order | Exhibit A |
| Securities Act | Exhibit A |
| Seller Guarantees | Exhibit A |
| Seller Parties | Exhibit A |
| Seller Transaction Agreements | Exhibit A |
| Seller Transactions | Exhibit A |
| Seller | Preamble |
| Seller's Banker | Section 4.16 |
| Significant Schedule Supplement | Section 6.17 |
| Software | Exhibit A |
| Specified Supervisor | Section 6.10(i) |
| Straddle Period | Section 9.02 |
| Subsidiary | Exhibit A |
| Supervisor Termination Date | Section 6.10(i) |
| Supply Agreement | Exhibit A |
| Systems | Exhibit A |
| Target Cash Amount | Section 2.02(a)(xvii) |
| Target Working Capital | Exhibit A |
| Tax Returns | Exhibit A |
| Tax | Exhibit A |
| Taxes | Exhibit A |
| Taxing Authority | Exhibit A |
| Technology | Exhibit A |
| Third Party Consents | Section 6.05 |
| Ticking Fee | Exhibit A |
| Title IV Plan | Section 4.13(e) |
| Trade Secrets | Exhibit A |
| Trademark Co-Existence Agreement | Exhibit A |
| Trademarks | Exhibit A |
| Transaction Accounting Principles | Exhibit A |
| Transaction Agreements | Exhibit A |
| Transaction Dispute | Section 12.13 |
| Transactions | Exhibit A |
| Transfer Taxes | Exhibit A |
| Transferred Assets | Section 2.02(a) |
| Transferred Books and Records | Exhibit A |
| Transferred Contracts | Section 2.02(a)(iii) |
| Transferred Covered Loss | Section 6.13(a) |
| Transferred Employee | Section 6.10(a) |
| Transferred Entities | Preliminary Statements |
| Transferred Entity Debt | Exhibit A |
| Transferred Entity Employee Plans | Exhibit A |

## SCHEDULE A

Transferred Entities; Transferred Equity Interests

| Applicable Seller Party | Transferred Entity | Transferred Equity Interests |
|---|---|---|
| Exide Technologies, LLC | GNB Battery Technologies Japan, Inc. | 1 share of common stock |
| Exide Technologies, LLC | Exide de Mexico S. de R.L. de C.V. | 1participation unit<br><br>valued at $2,999.00 MxCy |
| Exide Delaware LLC | | 1 participation unit valued at $1.00 MxCy |
| Exide Technologies, LLC | Exide Technologies do Brasil Limitada | 3,925,404 limited company quotas |
| Exide Technologies, LLC | Exide Illinois, Inc. | 100 shares of common stock |
| Exide Technologies, LLC | RBD Liquidation, LLC | 10 units |
| Exide Technologies, LLC or another Seller Party (subject to completion of the restructuring contemplated in Section 6.06). | Exide Technologies Canada Corporation | 3,974,120 shares of common stock |

## SCHEDULE B

Debtors

1. Exide Holdings, Inc.
2. Exide Technologies, LLC
3. Dixie Metals Company
4. Refined Metals Corporation
5. Exide Delaware, LLC

otherwise consistent with the manner, forms or formats of such Trademarks in use by Seller Party and/or its Affiliates' (other than the Transferred Entities), or the Europe/ROW Buyer at any time during the future during the term of the Supply Agreement, (ii) use such Trademarks in combination with other words, logos, symbols, or devices except as permitted in clause (i) herein, or (iii) use any Trademarks confusingly similar to SONNENSCHEIN or DRY FIT, except as permitted in clause (i) herein.

**TSA**

Pursuant to the TSA, Seller Party and/or its Affiliates (other than the Transferred Entities), on the one hand, and the Transferred Entities, on the other hand, will each provide or cause to be provided certain transitional services to the other. Such services will be provided in a manner substantially equivalent and with standards of quality and availability consistent with how such services were provided immediately prior to Closing. Such services will be provided for specified durations up to twelve (12) months and at the service provider's costs plus a pro rata allocation of overhead, an administration fee, and employee time billed at base hourly rates plus a pro rata allocation of payroll expenses.

**Debtors TSA**

Pursuant to the Debtors TSA, ~~Buyer will provide or cause to be provided certain transitional estate services to~~ Seller Party and its Affiliates (other than the Transferred Entities), on the one hand, and Buyer or one of its Affiliates, on the other hand, will provide or cause to be provided certain transitional estate or other services to the other, including the services set forth in the Reading SOW. Such services will be provided in a manner substantially equivalent and with standards of quality and availability consistent with how such services were performed or provided immediately prior to Closing. Such services will be provided for specified durations up to twelve (12) months ~~and at~~. Services will be provided for a service fee equal to the *sum* of (a) the service provider's costs (without duplication of the following), *plus* (b) a pro rata allocation of overhead, ~~an~~*plus* (c) a reasonable administration fee, ~~and~~*plus* (d) employee time billed at base hourly rates, *plus* (e) a pro rata allocation of payroll-related expenses, *plus* (f) $15,000 per month (or a pro rata portion thereof in respect of any partial month) in respect of services provided by and costs related to the Specified Supervisor.

**Reading SOW**

Pursuant to the Reading SOW, notwithstanding anything to the contrary in the Debtors TSA:

a. Seller Party and its Affiliates (other than the Transferred Entities) will provide or cause to be provided certain transitional estate or other services to Buyer and its Affiliates solely with respect to the Reading Assets, including, pursuant to Buyer's supply of plastic for conversion into usable plastic chips, Seller Party's and/or its Affiliate's

provision of certain plastic tolling services to convert such plastic into usable plastic chips;

b. Such services will be provided in a manner substantially equivalent and with standards of quality and availability consistent with how such services were performed or provided immediately prior to Closing. Such services will be provided for a term ending on the earlier of (i) the sixtieth ($60^{th}$) day after the Closing, and (ii) the thirtieth ($30^{th}$) day after notice of termination shall have been delivered by one party to the other;

c. Such services will be provided for a service fee equal to the *sum* of (a) the service provider's costs (without duplication of the following), *plus* (b) a pro rata allocation of overhead, *plus* (c) a reasonable administration fee, *plus* (d) employee time billed at base hourly rates, *plus* (e) a pro rata allocation of payroll-related expenses, *plus* (f) $80,000.

On the RSOW Expiration Date, Buyer and Seller shall, or shall cause their applicable Affiliate, to deliver a signature page counterpart to the other party of a bill of sale and assignment and assumption agreement in substantially the form of Exhibit B or otherwise in the form and substance reasonably acceptable to Buyer and Seller, pursuant to which Seller shall convey the Reading Assets to Buyer effective on the RSOW Expiration Date.

**Assignment:** Each party to the agreements on this Schedule C may assign such agreement (in whole or in part) to its Affiliate or an acquirer of any or all of the business lines of it and its Affiliates.

## EXHIBIT B

(Amendment to the Americas Stock and Asset Purchase Agreement)

1. Section 2.02(a)(xvi) of the Purchase Agreement is hereby amended and restated in its entirety as follows:

> "(xvi) the assets listed on Schedule 2.02(a)(xvi); provided, however, that notwithstanding anything else to the contrary herein, including this Section 2.02(a), the Seller Party shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire and accept from each such Seller Party, all of such Seller Party's right, title and interest in, to and under (A) the assets, rights and properties identified and set forth in Paragraph 1 of Schedule 2.02(a)(xvi) (the **"Columbus Assets"**) on the earlier of (y) the effective date of the Europe/ROW Closing and (z) the date of the first Business Day after the fiftieth (50th) day following the Closing (the **"Columbus Transfer Date"**), provided that Seller shall provide Buyer with two (2) days' prior written notice of the Columbus Transfer Date, and (B) the assets, rights and properties identified and set forth in Paragraph 2 of Schedule 2.02(a)(xvi) (the **"Reading Assets"**) on the date of the expiration or other earlier termination of the Reading SOW (the **"RSOW Expiration Date"**); provided, further, that, for the avoidance of doubt, the Columbus Assets and the Reading Assets shall not be transferred to sold, conveyed, assigned, transferred or delivered to Buyer at any time on or prior to the Columbus Transfer Date or the RSOW Expiration Date, respectively;"

2. Section 3.03(a)(iii) of the Purchase Agreement is hereby amended by inserting the phrase ", Columbus Assets" immediately following the term "Transferred Leases."

3. Paragraph 1 of Schedule 2.02(a)(xvi) of the Purchase Agreement is hereby amended and restated in its entirety as follows:

> "1. All (a) equipment (including, without limitation, rotary furnace, RLS equipment, and charging equipment), and (b) lead and inventory, in each case, located at the Columbus, GA facility; provided, that title to the equipment described in clause (a) shall not pass to Buyer or Buyer's Affiliate until the Columbus Transfer Date. Physical transfer to be facilitated by Seller; provided, that all costs and expenses related to such transfer shall be borne by Buyer. Buyer shall cooperate with Seller with respect to such transfer and be ready to accept and accept delivery of such equipment and inventory by the Columbus Transfer Date."

4. Except to the extent that the Purchase Agreement and the Disclosure Schedules thereto are modified by this Order, the remaining provisions, terms and conditions of the Purchase Agreement and the Disclosure Schedules thereto shall remain unmodified and in full force and effect. All references to the Purchase Agreement in the Purchase Agreement (including the defined term "*Agreement*" and the terms "*hereunder*," "*hereof*," "*herein*," or words of like import) or in any Transaction Agreement shall mean the Purchase Agreement or Disclosure Schedules (as applicable) as amended by this Order.

**EXHIBIT C**

**EXIDE TECHNOLOGIES AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO LOCAL 700**
**SETTLEMENT TERM SHEET**

This term sheet (the "**Term Sheet**"), dated August 5 , 2020, sets forth the terms of a settlement (the "**Settlement**") between Exide Technologies (the "**Company**") and the International Brotherhood of Electrical Workers AFL-CIO Local 700 (the "**IBEW Local 700**" or "the **Union**") with respect to the collective bargaining agreement between the Company and the Union (the "**CBA**") governing the Company's facility located at 4115 S. Zero St., Fort Smith, Arkansas 72908 (the "**Facility**") and potential objections that could be raised by the Union to a sale of the Facility, among other assets, to Battery BidCo LLC(the"Buyer") pursuant to the Stock and Asset Purchase Agreement dated as of July 27, 2020 by and between Exide Technologies, LLC, as Seller, Battery BidCo LLC as Buyer, and Atlas Capital Resources III LP, as Guarantor (the "**Sale**"). The Company and the Union may be referred to each as a "**Party**" and collectively as the "**Parties.**"

The Company has cases pending (the "**Chapter 11 Cases**") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**").

| Settlement Terms | |
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| **Termination of CBA; Conditions Precedent** | The CBA will be deemed terminated effective immediately as to the Facility upon the closing of the Sale (such date, the "**CBA Termination Date**"). |
| **Facility Sale during the Company's Chapter 11 Cases** | The Parties acknowledge that this Settlement was reached in the context of the Company's sale of the Facility to the Buyer. The Union shall not oppose the Sale or entry of the proposed order filed by the Company with the Bankruptcy Court (Notice of Filing of Proposed Sale Order Regarding Sale of Americas Assets (Docket No. 616 of the Chapter 11 Cases)). |
| **Buyer's Negotiation of Modified CBA** | The Buyer has agreed to enter into a modified collective bargaining agreement (the "**Modified CBA**") with the Union to become effective upon the closing of the Sale as confirmed in a separate email from Buyer counsel. The Modified CBA shall include the same terms and conditions as the CBA, including recognition of seniority with the Company, *except* that under the Modified CBA the Buyer and its affiliates shall have no obligation or liability, irrespective of when it arises, with respect to contributions to or benefits under any defined benefit pension ("DB Pension Provisions"), retiree medical and/or retiree life insurance plans ("Retiree Medical/Insurance Provisions") or policies or arrangements related to any current employees, former employees, new hires and/or their respective dependents and beneficiaries related to DB Pension Provisions or Retiree Medical/Insurance Provisions. For avoidance of any doubt, the Buyer will not assume any obligations under defined benefit pension, retiree medical and/or retiree life insurance plans, or policies or arrangements referenced in the CBA or any previous or expired CBAs covering bargaining unit |

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| | workers related to DB Pension Provisions or Retiree Medical/Insurance Provisions . |
| **Buyer Agreement to provide Credit for Earned But Unused Vacation and Service** | The Buyer has agreed that it or its affiliate, as applicable, will provide each Facility employee with credit for the same number of vacation and sick days that each Facility employee, as applicable, has accrued but not used in the calendar year in which the closing date of the sale of the Facility to the Buyer occurs. |
| **Resolution of Grievances** | The Parties have satisfied all of their legal obligations to each other to bargain over the terms of conditions of employment at the Facility including, but not limited to, the effects of the sale of the Facility.<br><br>Except for the Identified Claims, the Parties have resolved all claims and causes of action, known or unknown, which each Party has asserted or could have asserted as of the CBA Termination Date against the other Party with respect to the Facility employees, including, but not limited to, all grievances, unfair labor practice charges, and all disputes under the CBA and any predecessor collective bargaining agreements. The Company agrees that it will continue to comply with the CBA as consistent with this Agreement (the "CBA Ordinary Course Compliance Obligation") from the date of this Agreement until the CBA Termination Date (the "Interim Period"), and that the Union may utilize the dispute resolution provisions of the CBA if the Company violates the CBA Ordinary Course Compliance Obligation during the Interim Period. |
| **Union Reservation of Rights Regarding Identified Claims** | The Union shall be permitted to assert a general unsecured claim in the Company's Chapter 11 Cases arising out of the termination of the CBA, including any termination of the Exide Pension Plan, and in addition there shall be an undisputed, allowed priority unsecured claim of $7,012.26, and a general unsecured claim of $17,266.25 in resolution of financial claims related to litigation concerning the March 31, 2018 Arbitration decision by arbitrator Patrick Halte regarding the transfer of FLMA administration to UNUM. All such claims shall be referred to as the "**Identified Claims.**" |
| **Mutual Release** | Upon the CBA Termination Date, in consideration of the actions of the Company, and for other good and valuable consideration, and except as provided in the Resolution of Grievances and Union Reservation of Rights Regarding Identified Claims" provisions *supra* ,the receipt and sufficiency of which are hereby acknowledged, the Union and the Company hereby irrevocably release and discharge each other from any and all claims, liabilities, damages, losses, and causes of action of any kind or nature whatsoever arising or based on events or omissions occurring prior to the CBA Termination Date, whether known or unknown, contingent or liquidated, including contract claims, claims under the WARN Act and ERISA and all other statutory claims, claims for paid time off, claims for pension or other contributions, withdrawal liability, reallocation liability, redetermination liability, interest on any amounts, liquidated damages, claims for attorneys' fees or any costs or expenses whatsoever, including any and all claims arising under or related to the Chapter 11 Cases, the formulation, preparation, negotiation, dissemination, implementation, |

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| | administration, confirmation or consummation of this Settlement, the CBA, or any agreement or document created, modified, amended, terminated or entered into in connection with this Settlement, provided, however, that this release of claims does not include the Identified Claims or any objections of the Company thereto. |
| **General Provisions** | |
| **Amendment** | This Term Sheet may not be modified or amended except by written agreement of the Parties. |
| **Governing Law** | This Term Sheet shall be governed by and construed in accordance with the laws of the state of Delaware, without regard to any conflicts of law provision that would permit or require the application of the law of any other jurisdiction. In the event of any dispute, the parties will submit to the exclusive jurisdiction and venue of the Bankruptcy Court, or in the event that the Bankruptcy Court does not have or does not exercise jurisdiction, in any federal district court located in the state, county and city of Wilmington, Delaware. |
| **No Third Party Beneficiaries** | This Term Sheet and the Settlement shall be solely for the benefit of the Parties. Except for any beneficiary of a release (solely as it relates such release), no other person or entity shall be a third-party beneficiary of this Term Sheet or any agreements contemplated herein. |

*[Signatures follow on next page.]*

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| **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO LOCAL 700** | **EXIDE TECHNOLOGIES LLC** |
| Name: Eugene Addison | Name: |
| Title: Business Manager | Title: President-Americas & COO |
| Date: 8/5/2020 | Date: 08/06/2020 |

**EXIDE TECHNOLOGIES AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1048**
**SETTLEMENT TERM SHEET**

This term sheet (the "**Term Sheet**"), dated August __, 2020, sets forth the terms of a settlement (the "**Settlement**") between Exide Technologies (the "**Company**") and the International Brotherhood of Electrical Workers, Local 1048 (the "**IBEW Local 1048**" or "**the Union**") with respect to the collective bargaining agreement between the Company and the Union (the "**CBA**") governing the Company's facility located at 2601 W. Mt. Pleasant Blvd., Muncie, Indiana 47302 (the "**Facility**") and potential objections that could be raised by the Union to a sale of the Facility, among other assets, to Battery BidCo LLC (the "**Buyer**") pursuant to the Stock and Asset Purchase Agreement, dated as of July 27, 2020, by and among Exide Technologies, LLC, as Seller, Battery BidCo LLC, as Buyer, and Atlas Capital Resources III LP, as Guarantor (the "**Sale**"). The Company and the Union may be referred to each as a "**Party**" and collectively as the "**Parties.**"

The Company has cases pending (the "**Chapter 11 Cases**") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**").

| Settlement Terms | |
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| **Termination of CBA; Conditions Precedent** | The CBA will be deemed terminated effective immediately as to the Facility upon the closing of the Sale (such date, the "**CBA Termination Date**"). |
| **Facility Sale during the Company's Chapter 11 Cases** | The Parties acknowledge that this Settlement was reached in the context of the Company's sale of the Facility to the Buyer. The Union shall not oppose the Sale or entry of the proposed order filed by the Company with the Bankruptcy Court (Notice of Filing of Proposed Sale Order Regarding Sale of Americas Assets (Docket No. 616 of the Chapter 11 Cases)). |
| **Buyer's Negotiation of Modified CBA** | The Buyer has agreed to enter into a modified collective bargaining agreement (the "**Modified CBA**") with the Union to become effective upon the closing of the Sale. The Modified CBA shall include the same terms and conditions as the CBA, *except* that under the Modified CBA the Buyer and its affiliates shall have no obligation or liability, irrespective of when it arises, with respect to contributions to or benefits under any defined benefit pension, retiree medical and/or retiree life insurance plans, policies or arrangements related to any current employees, former employees, new hires and/or their respective dependents and beneficiaries. For avoidance of any doubt, the Buyer will not assume any obligations under defined benefit pension, retiree medical and/or retiree life insurance plans, policies or arrangements referenced in the CBA or any previous or expired CBAs covering bargaining unit workers. |
| **Buyer Agreement to provide Credit for Earned But Unused Vacation and Service** | The Buyer has agreed that it or its affiliate, as applicable, will provide each Facility employee with credit for the same number of vacation and sick days that each Facility employee, as applicable, has accrued but not used in the calendar year in which the closing date of the sale of the Facility to the |

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| | Buyer occurs. |
| **Resolution of Grievances** | The Parties have satisfied all of their legal obligations to each other to bargain over the terms of conditions of employment at the Facility including, but not limited to, the effects of the sale of the Facility.<br><br>Except for the Identified Claims, the Parties have resolved all claims and causes of action, known or unknown, which each Party has asserted or could have asserted as of the CBA Termination Date against the other Party with respect to the Facility employees, including, but not limited to, all grievances, unfair labor practice charges, and all disputes under the CBA and any predecessor collective bargaining agreements. |
| **Union Reservation of Rights Regarding Identified Claims** | The Union shall be permitted to assert a general unsecured claim in the Company's Chapter 11 Cases arising out of the termination of the CBA. Such claims shall be referred to as the **"Identified Claims."** |
| **Mutual Release** | Upon the CBA Termination Date, in consideration of the actions of the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Union and the Company hereby irrevocably release and discharge each other from any and all claims, liabilities, damages, losses, and causes of action of any kind or nature whatsoever arising or based on events or omissions occurring prior to the CBA Termination Date, whether known or unknown, contingent or liquidated, including contract claims, claims under the WARN Act and ERISA and all other statutory claims, claims for paid time off, claims for pension or other contributions, withdrawal liability, reallocation liability, redetermination liability, interest on any amounts, liquidated damages, claims for attorneys' fees or any costs or expenses whatsoever, including any and all claims arising under or related to the Chapter 11 Cases, the formulation, preparation, negotiation, dissemination, implementation, administration, confirmation or consummation of this Settlement, the CBA, or any agreement or document created, modified, amended, terminated or entered into in connection with this Settlement, provided, however, that this release of claims does not include the Identified Claims or any objections of the Company thereto. |
| **General Provisions** | |
| **Amendment** | This Term Sheet may not be modified or amended except by written agreement of the Parties. |
| **Governing Law** | This Term Sheet shall be governed by and construed in accordance with the laws of the state of Delaware, without regard to any conflicts of law provision that would permit or require the application of the law of any other jurisdiction. In the event of any dispute, the parties will submit to the exclusive jurisdiction and venue of the Bankruptcy Court, or in the event that the Bankruptcy Court does not have or does not exercise jurisdiction, in any federal district court located in the state, county and city of Wilmington, Delaware. |
| **No Third Party Beneficiaries** | This Term Sheet and the Settlement shall be solely for the benefit of the Parties. Except for any beneficiary of a release (solely as it relates such |

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| | release), no other person or entity shall be a third-party beneficiary of this Term Sheet or any agreements contemplated herein. |

*[Signatures follow on next page.]*

| INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1048 | EXIDE TECHNOLOGIES LLC |
|---|---|
| Name | Name |
| BUSINESS MANAGER<br>Title | President-Americas & COO<br>Title |
| Date 8/5/2020 | Date 08/06/2020 |

**EXIDE TECHNOLOGIES AND THE INTERNATIONAL UNION OF ELECTRONIC, ELECTRICAL, SALARIED, MACHINE, AND FURNITURE WORKERS IUE/CWA LOCAL NO. 86116**
**SETTLEMENT TERM SHEET**

This term sheet (the "**Term Sheet**"), dated August __, 2020, sets forth the terms of a settlement (the "**Settlement**") between Exide Technologies (the "**Company**") and the International Union of Electronic, Electrical, Salaried, Machine, and Furniture Workers IUE/CWA Local No. 86116 ("**Local No. 86116**" or "the **Union**") with respect to the collective bargaining agreement between the Company and the Union (the "**CBA**") governing the Company's facility located at 25102 Exide Drive, Forest City, Missouri 64451 (the "**Facility**") and potential objections that could be raised by the Union to a sale of the Facility, among other assets, to Battery BidCo LLC (the "**Buyer**") pursuant to the Stock and Purchase Asset Agreement, dated as of July 27, 2020, by and among Exide Technologies, LLC, as Seller, Battery BidCo LLC, as Buyer, and Atlas Capital Resources III LP, as Guarantor (the "**Sale**"). The Company and the Union may be referred to each as a "**Party**" and collectively as the "**Parties.**"

The Company has cases pending (the "**Chapter 11 Cases**") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**").

| Settlement Terms | |
|---|---|
| **Termination of CBA; Conditions Precedent** | The CBA will be deemed terminated effective immediately as to the Facility upon the closing of the Sale (such date, the "**CBA Termination Date**"). |
| **Facility Sale during the Company's Chapter 11 Cases** | The Parties acknowledge that this Settlement was reached in the context of the Company's sale of the Facility to the Buyer. The Union shall not oppose the Sale or entry of the proposed order filed by the Company with the Bankruptcy Court (Notice of Filing of Proposed Sale Order Regarding Sale of Americas Assets (Docket No. 616 of the Chapter 11 Cases)). |
| **Buyer's Negotiation of Modified CBA** | The Buyer has agreed to enter into a modified collective bargaining agreement (the "**Modified CBA**") with the Union to become effective upon the closing of the Sale. The Modified CBA shall include the same terms and conditions as the CBA, *except* that under the Modified CBA the Buyer and its affiliates shall have no obligation or liability, irrespective of when it arises, with respect to contributions to or benefits under any defined benefit pension, retiree medical and/or retiree life insurance plans, policies or arrangements related to any current employees, former employees, new hires and/or their respective dependents and beneficiaries. For avoidance of any doubt, the Buyer will not assume any obligations under defined benefit pension, retiree medical and/or retiree life insurance plans, policies or arrangements referenced in the CBA or any previous or expired CBAs covering bargaining unit workers. |
| **Buyer Agreement to provide Credit for Earned But Unused** | The Buyer has agreed that it or its affiliate, as applicable, will provide each Facility employee with credit for the same number of vacation and sick days that each Facility employee, as applicable, has accrued but not used in |

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| **Beneficiaries** | **Parties. Except for any beneficiary of a release (solely as it relates such release), no other person or entity shall be a third-party beneficiary of this Term Sheet or any agreements contemplated herein.** |

*[Signatures follow on next page.]*

| **LOCAL NO. 86116** | **EXIDE TECHNOLOGIES LLC** |
|---|---|
| Name | Name |
| President | President-Americas & COO |
| Title | Title |
| Date 8-6-2020 | Date 08/06/2020 |

## Schedule 1

| Identification # | Asset Description |
|---|---|
| 3771915.16191.161 | ITG Assembly Line 4 |
| 3771915.16191.161 | BM Envelopers 4A and 4B (BMV15) |
| 3771915.16191.161 | TBS COS10 |
| 1223101.16191.102 | COS10 Tooling |
| X00000011201 | Bitrode Rectifier |
| X00000011202 | Bitrode Rectifier |
| X00000011203 | Bitrode Rectifier |
| X00000011204 | Bitrode Rectifier |
| X00000011205 | Bitrode Rectifier |
| X00000011206 | Bitrode Rectifier |
| X00000007498 | Rotary Pump Type RP3 |
| X00000011223 | Rotary Pump Type RP4 |
| X00000007567 | Silo Screw Conveyor |
| X00000007518 | Absolutaire Heating Unit 1of4 |
| X00000007519 | Absolutaire Heating Unit 2of4 |
| X00000007520 | Absolutaire Heating Unit 3of4 |
| X00000007521 | Absolutaire Heating Unit 4of4 |
| X00000011211 | Jib Crane |
| X00000007452 | Dell PowerEdge R620 |
| X00000007449 | Dell PowerEdge R620 |
| X00000011217 | Dell PowerConnect 8024F |
| X00000007576 | Infinity |
| X00000011277 | Riverbed steelhead |
| X00000011278 | Cylinder Transfer Reversing |
| X00000011214 | CPM Pos Remote setpoint |
| X00000007501 | CPM Neg Remote setpoint |
| X00000007524 | Lead Pumping System |
| X00000007525 | Tenant Floor Scrubber |
| X00000007526 | Shelving - Crib, Prod |
| X00000007527 | Heat seal tooling grp. 86 |
| X00000007534 | Concast drum POSa |
| X00000007535 | Concast drum POSb |
| X00000007536 | Concast drum NEGa |
| X00000011295 | Concast drum NEGb |
| X00000007441 | Pin-Printer on Hi Rater#1 |
| X00000007474 | 3500 3-WHEEL FORK TRUCK |
| X00000007445 | 3500 3-WHEEL FORK TRUCK |
| X00000007447 | 3500 3-WHEEL FORK TRUCK |
| X00000007448 | 3500 3-WHEEL FORK TRUCK |
| X00000007450 | 3500 3-WHEEL FORK TRUCK |
| X00000007451 | 4 Reel Holder/ 14 Safety Cages |
| X00000011216 | Cylinder conveyor to silo |
| X00000007429 | Hipot test |

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| X00000007446 | 5000 LB LIFT TRUCK |
| X00000007472 | Sure Torque WeldTester ST-120S |
| X00000011224 | Pneu. Oxide Transfer System |
| X00000007569 | Carrier 30 ton AC - Form Roof |
| X00000007465 | Oxide Sifter. |
| X00000011220 | Lead Pot Insulation |
| X00000011212 | Lead Ingot Conveyor |
| X00000011241 | Insight-blue,green,purp cards |
| X00000007529 | WasteWater PVC (900ft) |
| X00000007460 | Baghouse 7 Fan/Motor |
| X00000007462 | Baghouse 6 Fan/Motor |
| X00000011276 | Panel for material handling |
| X00000007493 | hoist system - pasting |
| X00000007444 | Jig Mold |
| X00000011235 | Storage Silo 3 |
| X00000011236 | Storage Silo 2 |
| X00000011237 | Storage Silo 1 |
| X00000007463 | Carrier 50 ton AC - Form Roof |
| X00000007464 | Carrier 50 ton AC - Form Roof |
| X00000011290 | Weigh Scale |
| X00000011297 | Tinning Station |
| X00000011213 | Melt Pot Assembly |
| X00000007494 | General COS Spare Parts |
| X00000011287 | Dell EqualLogic PS4110x |
| X00000011256 | filter press for pasting |
| X00000011257 | Pasting Receiver Hopper Pos |
| X00000011267 | Pasting Receiver Hopper Neg |
| X00000011268 | pos line calendar rolls |
| X00000007533 | neg line calendar rolls |
| X00000011215 | Cylinder Caster CC5-0 |
| X00000007489 | GROUP 75/75U/85/86 NEG Die |
| X00000007490 | GROUP 75/75U/85/86 POS Die |
| X00000007433 | Post (lug) aligner |
| X00000011225 | Hi-Dense Conveyor#1 |
| X00000011226 | Hi-Dense Conveyor#2 |
| X00000007487 | GROUP 34/78/78U NEG Die |
| X00000007488 | GROUP 34/78/78U POS Die |
| X00000007528 | 2 Sets Concast Spare Parts |
| X00000007458 | Oxide Bag-House#1 |
| X00000011227 | Oxide Bag-House#2 |
| X00000011228 | Ing Rand Air Compressor/Filter |
| X00000007469 | Chiller System 30ton front |
| X00000011200 | RO Water System |
| X00000007492 | COS Mold 75/86 |
| X00000011279 | neg line full line control sys |
| X00000011280 | pos line full line control sys |
| X00000007491 | COS Mold 24/34/78 |
| X00000007468 | Absolutaire Make-Up Air Unit |

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| X00000011251 | CPM Neg Expander Feeder |
| X00000011252 | CPM Neg Fibre Feeder |
| X00000011253 | CPM Neg Carbon Feeder#1 |
| X00000011254 | CPM Neg Carbon Feeder#2 |
| X00000011246 | CPM Pos TiO2 Feeder |
| X00000011248 | CPM Pos Sure Cure Feeder |
| X00000011249 | CPM Pos Glass Beads Feeder |
| X00000011250 | CPM Pos Fibre Feeder |
| X00000007470 | Ing Rand Air Control / Piping |
| X00000011262 | Pasting Mezzanine |
| X00000011243 | Concast Steam Cleaning NEG |
| X00000011244 | Concast Steam Cleaning POS |
| X00000011271 | pos line cutter/tab blankers |
| X00000011272 | neg line cutter/tab blankers |
| X00000011209 | chill room |
| X00000007467 | Reymsa Cooling Tower |
| X00000007466 | process data loging - Polytron |
| X00000011265 | Duall Scrubber - Formation |
| X00000011266 | CPM Pos HMI Control System |
| X00000007517 | CPM Neg HMI Control System |
| X00000011269 | Wonderware |
| X00000011270 | neg line drum paster |
| X00000007455 | pos line drum paster |
| X00000007471 | Sodium Sulfate Addition System |
| X00000007475 | Spencer Vac System |
| X00000011207 | Rectifier Switch Board |
| X00000007577 | Chilled Water System 30ton AC |
| X00000011296 | Switchgear D1 Rect/Assy |
| X00000011255 | CPM Neg Oxide Feeder |
| X00000011247 | CPM Pos Oxide Feeder |
| X00000011263 | CPM Neg Readcon CPM |
| X00000011264 | CPM Pos Readcon CPM |
| X00000007457 | Grecon Spark Detect System |
| X00000007459 | Baghouse 7 |
| X00000007461 | Baghouse 6 |
| X00000011273 | neg line plate stackers |
| X00000011274 | pos line plate stackers |
| X00000007456 | Concentrated Acid Facility |
| X00000007568 | Post builder |
| X00000011238 | 5 Transformers/Pole Move |
| X00000011239 | Lead Pot Electrical |
| X00000011240 | Ball Mill 1 Electrical |
| X00000007435 | Ball Mill 2 Electrical |
| X00000007436 | Leak test |
| X00000011292 | Ultra Sonic Cover Sealer |
| X00000007434 | Heat sealer |
| X00000011299 | Case Punch |
| X00000007502 | Cure Room Racking |

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| X00000011208 | Acid Mixing System |
| X00000011218 | Ball Mill M15#1 |
| X00000011219 | Ball Mill M15#2 |
| X00000011293 | Hi-Rate Test Machine |
| X00000011294 | Finish Hi-Rater/Hi-Pot Tester |
| X00000007432 | Intercell weld |
| X00000011291 | Battery Washer |
| X00000011284 | winder#2 |
| X00000011285 | winder#1 |
| X00000011286 | winder#3 |
| X00000011288 | COS Machine |
| X00000011242 | Concast Line Neg |
| X00000011245 | Concast Line POS |
| X00000011210 | Curing Chambers |
| X00000011289 | Formation Auto Vac Filling |
| X00000007522 | Ductwork, Stacks, Louvers, etc |
| X00000007523 | Formation Tables (40) / Weirs |
| 3771915.16191.061 | Acid Scrubbers |
| 3771915.16191.061 | Cooling Towers |
| 3771915.16191.061 | Källström 1 |
| 3771915.16191.061 | Laptop/Laser Bar Code |
| 3771915.16191.168 | Mac Stackers |
| 3771915.16191.061 | Ro Water System |
| 3771915.16191.115 | Vent Hoods |
| 3771915.16191.159 | Paste Return System (Paste Miser) |
| 3771915.16191.159 | ITG Flash Dry Oven line 1 |
| 3771915.16191.168 | Pasting Line 1 Improvements |
| 3771915.16191.061 | Källström Acid Filler 4A and 4B |
| 3771915.16191.061 | ITG Formation Tables (qty 62) |
| 3771915.16191.061 | Formation Conveyors |
| 3771915.16191.030 | Ventilation System |
| 3771915.16191.030 | Firing Circuits Rectifiers |
| 3771915.16191.030 | Oxmaster Mixer |
| 3771915.16191.030 | MAC Continuous Pasting Line 3 |
| 3771915.16191.030 | TCM Lifts Model # FCB25-7 |
| 3771915.16191.030 | Relocate Air Compressor to over Mach Shop |
| 3771915.16191.030 | Waterbath System |
| 3771915.16191.030 | Acid Farm Improvements |
| 3771915.16191.030 | Acid Resistant Flooring |
| 3771915.16191.030 | Site Prep Work |
| 3771915.16191.168 | Bag house and Stack Extensions |
| 3771915.16191.168 | Vision System (Plate Sentinel) |
| 3771915.16191.168 | Cure Ovens (qty 36) |
| 3771915.16191.168 | Heat Seal machine line 1 finishing. |
| 3771915.16191.168 | Wirtz Concast Machine |
| 3771915.16191.168 | Line 3 Improvements |
| 3771915.16191.168 | Assy Line 4 Case Punch Robot and various mods |
| 3771915.16191.168 | Finishing Line 4 |

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| 3771915.16191.168 | Oxide |
| 1223101.16191.102 | Plastic Mold Tooling |
| 1223101.16191.102 | ConCast Tooling |
| 1223101.16191.102 | Casting Bookmold Tooling |
| 1223101.16191.102 | Finishing Line Tooling |
| 1223101.16191.102 | Pasting Filter Press Replacement |
| 1223101.16191.102 | Process Vents |
| 1223101.16191.102 | ConCast Tooling |
| | Finishing Upgrade |
| | Formation Tooling |
| | Grid Mods |
| | Refurbish Scissor Lift |