

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:)	Chapter 11
)	
THE BUDD COMPANY, INC.,)	Case No. 14-11873
)	
Debtor.)	Honorable Jack B. Schmetterer

**JOINDER OF THE INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW)
TO THE COMMITTEE OF EXECUTIVE & ADMINISTRATIVE RETIREES' MOTION
FOR AN ORDER FINDING THE OUTSIDE ENFORCEMENT DATE IN THE
AFFILIATE SETTLEMENT AGREEMENT TO BE UNENFORCEABLE**

The International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) (the "UAW") hereby joins in the arguments and relief sought in that certain pleading styled as *The Committee Of Executive & Administrative Retirees' Motion For An Order Finding The Outside Enforcement Date In The Affiliate Settlement Agreement To Be Unenforceable* [D.I. 252] (the "Determination Motion").

As explained in the Determination Motion, the Outside Approval Date set forth in the *Settlement Agreement Between The Budd Company, Inc. And Its Corporate Affiliates* (the "Settlement Agreement"),¹ which is attached to that certain *Debtor's Motion To Approve Affiliate Settlement Agreement Pursuant To Section 105 Of The Bankruptcy Code And Rule 9019 Of The Federal Rules Of Bankruptcy Procedure* [D.I. 11], is unenforceable for the reasons stated in the Determination Motion, including that it (i) is an "*ipso facto*" provision because it is contingent upon certain events that could not have occurred but for the commencement of this bankruptcy case, and (ii) impermissibly ensures that TKNA retains control over critical aspects of this case, which harms other creditors, including the UAW and its retirees. Accordingly, this

¹ Terms not defined herein shall have the same meaning as in the Settlement Agreement.

Court should find that the Outside Approval Date is unenforceable under section 365(e) of the Bankruptcy Code and grant the relief requested in the Determination Motion.

Dated: June 23, 2014

Respectfully submitted,

*International Union, United Automobile, Aerospace
and Agricultural Implement Workers of America
(UAW)*

By: /s/ Lindsee P. Granfield
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