

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

	X		
	:		
In re:	:		Chapter 11
	:		
EXIDE TECHNOLOGIES,	:		Case No. 13-11482 (KJC)
	:		
Debtor. ¹	:		
	:		Related Docket Nos. 2632, 3060, 3096, 3218,
	X		3369, 3387

**NOTICE OF FILING OF THIRD PLAN SUPPLEMENT FOR
THE PLAN OF REORGANIZATION OF EXIDE TECHNOLOGIES**

PLEASE TAKE NOTICE THAT on November 17, 2014, the above-captioned debtor and debtor in possession (the “Debtor” or “Exide”) filed the Plan of Reorganization of Exide Technologies [Docket No. 2632]. On January 30, 2015, the Debtor filed the First Amended Plan of Reorganization of Exide Technologies [Docket No. 3060]. On February 5, 2015, the Debtor filed the Second Amended Plan of Reorganization of Exide Technologies [Docket No. 3096]. On March 25, 2015, the Debtor filed the Third Amended Plan of Reorganization of Exide Technologies [Docket No. 3369] (as may be further amended from time to time and including all exhibits and supplements thereto, the “Plan”).²

PLEASE TAKE NOTICE THAT on March 4, 2015, the Debtor filed the Notice of Filing of Plan Supplement for the Second Amended Plan of Reorganization of Exide Technologies [Docket No. 3218] (the “First Plan Supplement”).

PLEASE TAKE NOTICE THAT on March 25, 2015, the Debtor filed the Notice of Filing of Plan Supplement for the Third Amended Plan of Reorganization of Exide Technologies [Docket No. 3387] (the “Second Plan Supplement”).

PLEASE TAKE FURTHER NOTICE THAT the First Plan Supplement and Second Plan Supplement are hereby amended (the “Third Plan Supplement,” and together with the First Plan Supplement and Second Plan Supplement, the “Plan Supplement”) with respect to the following exhibits, attached hereto as Exhibit A and as may be modified, amended, or supplemented from time to time:

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

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

Exhibit 6.12 Certificate of Incorporation and Bylaws

Exhibit 6.17 Retained Causes Of Action

Exhibit 7.1 GUC Trust Agreement

Exhibit 8.1 Vernon Tort Claims Trust Agreement

Exhibit 9.1 Assumed Executory Contracts and Unexpired Leases

PLEASE TAKE FURTHER NOTICE THAT redlines of the changed pages only showing revisions in the Third Plan Supplement to the First Plan Supplement or Second Plan Supplement, as applicable, with respect to the above exhibits are attached hereto as Exhibit B.

PLEASE TAKE FURTHER NOTICE THAT the documents contained in the Plan Supplements are integral to and part of the Plan and, if the Plan is confirmed, shall be approved. The hearing to consider confirmation of the Plan currently is scheduled for March 27, 2015, at 10:00 a.m. (prevailing Eastern Time).

PLEASE TAKE FURTHER NOTICE that the Debtor reserves the right, subject to the terms and conditions set forth in the Plan, to alter, amend, modify, or supplement any document in the Plan Supplement; provided, if any document in the Plan Supplement are altered, amended, modified, or supplemented in any material respect prior to the hearing to confirm the Plan, the Debtor will file a redline of the changed pages of such document with the Bankruptcy Court.

The Plan, Plan Supplement, Disclosure Statement and other documents and materials related to the Chapter 11 Case are available for inspection on the Bankruptcy Court's website at www.deb.uscourts.gov, or free of charge on the Debtor's restructuring website at <http://www.exiderestructuringinfo.com>.

If you have any questions regarding this notice, or if you would like a paper copy of the Second Plan Supplement, you should contact the Administrative Agent by: (a) writing to Exide Technologies Balloting Center, c/o GCG, Inc., P.O. Box 9985, Dublin, OH 43017-5985 or (b) calling the Debtor's restructuring hotline at (888) 985-9831 within the U.S. or Canada or, outside of the U.S. or Canada, (614) 763-6120.

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Dated: Wilmington, Delaware
March 26, 2015

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

/s/ Dain A. De Souza

Anthony W. Clark (I.D. No. 2051)
Dain A. De Souza (I.D. No. 5737)
One Rodney Square
P.O. Box 636
Wilmington, Delaware 19899-0636
Telephone: (302) 651-3000
Fax: (302) 651-3001

- and -

Kenneth S. Ziman
J. Eric Ivester
Four Times Square
New York, New York 10036-6522
Telephone: (212) 735-3000
Fax: (212) 735-2000

- and -

James J. Mazza, Jr.
155 N. Wacker Dr.
Chicago, Illinois 60606
Telephone: (312) 407-0700
Fax: (312) 407-0411

Counsel for Debtor and Debtor in Possession

EXHIBIT A

(Third Plan Supplement Exhibits)

EXHIBIT 6.12

CERTIFICATE OF INCORPORATION AND BYLAWS

Exhibit 6.12-1

Certificate of Incorporation

This Exhibit is subject to all provisions of the Plan, including, without limitation, Section 15.4, pursuant to which the Debtor has reserved the right, subject to the terms and conditions of the Plan Support Agreement and the GUC Trust Settlement Agreement, to alter, amend, or modify the Plan under section 1127(a) of chapter 11 of Title 11 of the United States Code at any time prior to the Confirmation Date

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

of

EXIDE TECHNOLOGIES

The undersigned, [Name of the Officer], certifies that [he/she] is the [Title of Officer] of Exide Technologies, a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), and does hereby further certify as follows:

- (1) The name of the Corporation is Exide Technologies.
- (2) The name under which the Corporation was originally incorporated was ESB Incorporated and the original Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on November 23, 1966.
- (3) This Amended and Restated Certificate of Incorporation was duly adopted in accordance with the provisions of Sections 242, 245 and 303 of the General Corporation Law of the State of Delaware ("DGCL"), pursuant to the authority granted to the Corporation under Section 303 of the DGCL to put into effect and carry out the Third Amended Plan of Reorganization of the Corporation dated as of [____], 2015 under chapter 11 of Title 11 of the United States Code, as confirmed on [____], 2015 by order (the "Order") of the United States Bankruptcy Court for the District of Delaware (Case No. 13-11482 (KJC)). Provision for the making of this Amended and Restated Certificate of Incorporation is contained in the Order.
- (4) The text of the Amended and Restated Certificate of Incorporation of the Corporation as amended hereby is restated to read in its entirety, as follows:

1. Name. The name of the corporation is Exide Technologies (the "Corporation").

2. Address; Registered Office and Agent. The address of the Corporation's registered office is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, in the county of New Castle; and the registered agent at such address is The Corporation Trust Company.

3. Purposes. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware ("DGCL").

4. Capital Stock.

4.1 The total number of shares of all classes of stock that the Corporation shall have authority to issue is (A): [___] shares, divided into [___] shares of Common Stock, with the par value of \$[0.01] per share (the “Common Stock”), and (B) [___] shares of Preferred Stock, with the par value of \$[0.01] per share (the “Preferred Stock”). The authorized number of shares of any class of stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote, and no separate vote of such class of stock the authorized number of which is to be increased or decreased shall be necessary to effect such change.

4.2 The Board of Directors of the Corporation (the “Board”) is hereby authorized, by resolution or resolutions thereof, to provide, out of the unissued shares of Preferred Stock, for series of Preferred Stock and, with respect to each such series, to fix the number of shares constituting such series and the designation of such series, the voting and other powers (if any) of the shares of such series, and the preferences and any relative, participating, optional or other special rights and any qualifications, limitations or restrictions thereof, of the shares of such series. The powers, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding.

4.3 Except as may otherwise be provided in this Certificate of Incorporation or by applicable law, each holder of Common Stock, as such, shall be entitled to one vote for each share of Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote. Except as may otherwise be provided in this Certificate of Incorporation (including any certificate filed with the Secretary of State of the State of Delaware establishing the terms of a series of Preferred Stock in accordance with Section 4.2) or by applicable law, no holder of any series of Preferred Stock, as such, shall be entitled to any voting powers in respect thereof.

4.4 Subject to applicable law and the rights, if any, of the holders of any outstanding series of Preferred Stock, dividends may be declared and paid on the Common Stock at such times and in such amounts as the Board in its discretion shall determine.

4.5 Upon the dissolution, liquidation or winding up of the Corporation, subject to the rights, if any, of the holders of any outstanding series of Preferred Stock, the holders of the Common Stock shall be entitled to receive the assets of the Corporation available for distribution to its stockholders ratably in proportion to the number of shares held by them.

4.6 All shares of Common Stock and Preferred Stock of the Corporation shall be subject to the rights, restrictions, limitations and other terms applicable to such shares pursuant to the certain Stockholders Agreement to be entered by and among the Corporation and its stockholders in accordance with that certain Third

Amended Plan of Reorganization of the Corporation dated as of [____], 2015 under chapter 11 of Title 11 of the United States Code, as confirmed on [____], 2015 by order of the United States Bankruptcy Court for the District of Delaware (Case No. 13-11482 (KJC)).

4.7 Prohibited Transfers.

4.7.1 Except with the prior written consent of the Board (which consent may be withheld in the sole discretion of the Board), no stockholder shall Transfer (hereinafter defined) any shares of Common Stock or Preferred Stock if the Board determines in its sole discretion that such Transfer would constitute a Restricted Transfer. A “Restricted Transfer” means any Transfer that (i) (A) would, if effected (after taking into account any other proposed Transfers that have been consented to by the Board but not yet made), result in the Corporation having 2,000 or more holders of record or 500 or more holders of record who are not “accredited investors” (as such concepts are defined for purposes of Section 12(g) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and any relevant rules promulgated thereunder) of any class of capital securities of the Corporation or (B) would, if effected, cause the Corporation to be required to register under the Exchange Act the class of Common Stock or Preferred Stock proposed to be Transferred, unless, in any such case, at the time of such Transfer such class of securities proposed to be Transferred was, prior to such proposed Transfer, already required to be registered under the Exchange Act, or (ii) would, if effected, result in such Common Stock or Preferred Stock being beneficially owned by a Competitor (hereinafter defined). Any Restricted Transfer purported to be effected without the consent of the Board and any Transfer purported to be effected without notice to the Corporation as required under Section 4.7.2 below shall, in each case, be null and void *ab initio*. For purposes of this Section 4.7, (x) “Transfer” means any direct, indirect or synthetic sale, assignment, pledge, lease, hypothecation, mortgage, gift or creation of security interest, lien or trust (voting or otherwise) or other encumbrance or other disposition or transfer (by operation of law or otherwise, including by means of reference under a derivative, participation or similar contract or by the direct, indirect or synthetic transfer or issuance of equity securities of any entity) of any share of Common Stock or Preferred Stock, and (y) “Competitor” means any person or entity engaged in any business that is at the time being engaged by the Corporation or any of its subsidiaries or any business that is determined by the Board, in its sole discretion, to be competitive therewith.

4.7.2 Notwithstanding anything to the contrary in this Amended and Restated Certificate of Incorporation, (a) in addition to any other required notice provisions applicable to stockholders of the Corporation, at least ten (10) days prior to any Transfer, any stockholder intending to make a Transfer shall deliver a written notice to the Corporation disclosing in reasonable detail the class of Common Stock or Preferred Stock proposed to be transferred, the number of shares of Common Stock or Preferred Stock proposed to be Transferred, the

terms and conditions of the proposed Transfer and the identity and line of business of the prospective transferee(s), and (b) no Stockholder shall consummate any Transfer unless and until the Board determines in its sole discretion that such Transfer would not constitute a Restricted Transfer or the Board otherwise consents to such Transfer.

5. Number of Directors; Election of Directors. The number of directors of the Corporation shall be as from time to time fixed by, or in the manner provided in, the By-Laws of the Corporation (the “By-laws”). Unless and except to the extent that the By-laws shall so require, the election of directors of the Corporation need not be by written ballot.

6. Limitation of Liability.

6.1 To the fullest extent permitted under the DGCL, as amended from time to time, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

6.2 Any amendment or repeal of the foregoing provision shall not adversely affect any right or protection of a director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such amendment or repeal.

7. Indemnification.

7.1 Right to Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a “Covered Person”) who was or is an authorized representative of the Corporation, and who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a “Proceeding”), by reason of the fact that such person was or is an authorized representative of the Corporation, against all liability and loss suffered and expenses (including attorneys’ fees) reasonably incurred by such Covered Person. Notwithstanding the preceding sentence, except as otherwise provided in Section 7.3, the Corporation shall be required to indemnify a Covered Person in connection with a Proceeding (or part thereof) commenced by such Covered Person only if the commencement of such Proceeding (or part thereof) by the Covered Person was authorized by the Board. For purposes of this Section 7, “authorized representative” means (i) any and all directors of the Corporation, (ii) the Corporation’s Chief Executive Officer, Chief Financial Officer, General Counsel, Treasurer, Secretary, Division Presidents and Executive Vice Presidents and any and all other officers of the Corporation that are appointed by the Board and (iii) any person designated as an authorized representative by the Board (which may, but need not, include any person serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise).

7.2 Prepayment of Expenses. To the extent not prohibited by applicable law, the Corporation shall pay the expenses (including attorneys' fees) incurred by a Covered Person in defending any Proceeding in advance of its final disposition; provided, however, that, to the extent required by applicable law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Section 7 or otherwise.

7.3 Claims. If a claim for indemnification or advancement of expenses under this Section 7 is not paid in full within 30 days after a written claim therefor by the Covered Person has been received by the Corporation, the Covered Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

7.4 Nonexclusivity of Rights. The rights conferred on any Covered Person by this Section 7 shall not be exclusive of any other rights that such Covered Person may have or hereafter acquire under any statute, provision of these By-laws, the Certificate of Incorporation, agreement, vote of stockholders or disinterested directors or otherwise.

7.5 Other Sources. The Corporation (i) shall be the indemnitor of first resort (i.e., its obligation to a Covered Person are primary and any obligation of any indemnification and/or insurance providers other than the Corporation (a "Secondary Indemnitor") to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such Covered Person are secondary), (ii) shall be required to advance the full amount of expenses contemplated by Section 7.2 that are incurred by a Covered Person and shall be liable for the full amount of all such expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Certificate of Incorporation, the By-laws or any agreement between the Corporation and such Covered Person, and (iii) shall, to the extent a Covered Person has received any payment of amounts otherwise indemnifiable hereunder from any Secondary Indemnitor, upon request by such Covered Person, reimburse such amounts to such Secondary Indemnitor.

7.6 Amendment or Repeal. Any amendment or repeal of the foregoing provisions of this Section 7 shall not adversely affect any right or protection hereunder of any Covered Person in respect of any act or omission occurring prior to the time of such amendment or repeal.

7.7 Other Indemnification and Prepayment of Expenses. This Section 7 shall not limit the right of the Corporation, to the extent and in the manner permitted by applicable law, to indemnify and to advance expenses to persons other than Covered Persons when and as authorized by appropriate corporate action.

7.8 Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against the person and incurred by the person in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power or the obligation to indemnify such person against such liability under the provisions of this Section 7.

8. Adoption, Amendment or Repeal of By-Laws. The Board is authorized to adopt, amend or repeal the By-laws.

9. Non-Voting Securities. Pursuant to Section 1123(a)(6) of Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"), the Corporation will not issue non-voting equity securities (which shall not be deemed to include any warrants or options to purchase capital stock of the Corporation); provided, however, that this provision (i) will have no further force or effect beyond that required under Section 1123 of the Bankruptcy Code, (ii) will have such force and effect, if any, only for so long as such section is in effect and applicable to the Corporation or any of its wholly-owned Subsidiaries and (iii) in all events may be amended or eliminated in accordance with applicable law as from time to time in effect.

10. Certificate Amendments. The Corporation reserves the right at any time, and from time to time, to amend or repeal any provision contained in this Certificate of Incorporation, and add other provisions authorized by the laws of the State of Delaware at the time in force, in the manner now or hereafter prescribed by applicable law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation (as amended) are granted subject to the rights reserved in this Article.

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WITNESS the signature of this Amended and Restated Certificate of Incorporation this [] day of [] 2015.

EXIDE TECHNOLOGIES

By: _____
Name: []
Title: []

[Signature Page to Certificate of Incorporation of Exide Technologies]

Exhibit 6.12-2

Amended and Restated By-Laws

This Exhibit is subject to all provisions of the Plan, including, without limitation, Section 15.4, pursuant to which the Debtor has reserved the right, subject to the terms and conditions of the Plan Support Agreement and the GUC Trust Settlement Agreement, to alter, amend, or modify the Plan under section 1127(a) of chapter 11 of Title 11 of the United States Code at any time prior to the Confirmation Date

AMENDED AND RESTATED BY-LAWS

of

EXIDE TECHNOLOGIES

(A Delaware Corporation)

These Amended and Restated By-laws of Exide Technologies were duly adopted in accordance with the provisions of Section 303 of the General Corporation Law of the State of Delaware (“DGCL”), pursuant to the authority granted to the Corporation under Section 303 of the DGCL to put into effect and carry out the Third Amended Plan of Reorganization of the Corporation dated as of [____], 2015 under chapter 11 of Title 11 of the United States Code, as confirmed on [____], 2015 by order (the “Order”) of the United States Bankruptcy Court for the District of Delaware (Case No. 13-11482 (KJC)). Provision for the making of these Amended and Restated By-laws is contained in the Order.

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ARTICLE 1

DEFINITIONS

As used in these By-laws, unless the context otherwise requires, the term:

- 1.1 “Assistant Secretary” means an Assistant Secretary of the Corporation.
- 1.2 “Assistant Treasurer” means an Assistant Treasurer of the Corporation.
- 1.3 “Board” means the Board of Directors of the Corporation.
- 1.4 “By-laws” means the By-laws of the Corporation, as amended.
- 1.5 “Certificate of Incorporation” means the Certificate of Incorporation of the Corporation, as amended.
- 1.6 “Chairman” means the Chairman of the Board of Directors of the Corporation.
- 1.7 “Corporation” means Exide Technologies.
- 1.8 “DGCL” means the General Corporation Law of the State of Delaware, as amended.
- 1.9 “Directors” means the directors of the Corporation.
- 1.10 “Law” means any U.S. or non-U.S., federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a governmental authority (including any department, court, agency or official, or non-governmental self-regulatory organization, agency or authority and any political subdivision or instrumentality thereof).
- 1.11 “Office of the Corporation” means the executive office of the Corporation, anything in Section 131 of the DGCL to the contrary notwithstanding.
- 1.12 “President” means the President of the Corporation.
- 1.13 “Secretary” means the Secretary of the Corporation.
- 1.14 “Stockholders” means the stockholders of the Corporation.
- 1.15 “Treasurer” means the Treasurer of the Corporation.

1.16 “Vice President” means a Vice President of the Corporation.

ARTICLE 2

STOCKHOLDERS

2.1 Place of Meetings. Meetings of Stockholders may be held at such place or solely by means of remote communication or otherwise, as may be designated by the Board from time to time.

2.2 Annual Meeting. A meeting of Stockholders for the election of Directors and other business shall be held annually at such date and time as may be designated by the Board from time to time.

2.3 Special Meetings. Special meetings of Stockholders may be called at any time by the Board, or at the request, in writing, of Stockholders entitled to cast at least twenty-five percent (25%) of the votes that all Stockholders are entitled to cast at the particular meeting, and may not be called by any other person or persons. Business transacted at any special meeting of Stockholders shall be limited to the purposes stated in the notice.

2.4 Record Date. (A) For the purpose of determining the Stockholders entitled to notice of any meeting of Stockholders or any adjournment thereof, unless otherwise required by the Certificate of Incorporation or applicable Law, the Board may fix a record date (the “Notice Record Date”), which record date shall not precede the date on which the resolution fixing the record date was adopted by the Board and shall not be more than 60 or less than ten days before the date of such meeting. The Notice Record Date shall also be the record date for determining the Stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such Notice Record Date, that a later date on or before the date of the meeting shall be the date for making such determination (the “Voting Record Date”). For the purposes of determining the Stockholders entitled to express consent to corporate action in writing without a meeting, unless otherwise required by the Certificate of Incorporation or applicable Law, the Board may fix a record date, which record date shall not precede the date on which the resolution fixing the record date was adopted by the Board and shall not be more than ten days after the date on which the record date was fixed by the Board. For the purposes of determining the Stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, exercise any rights in respect of any change, conversion or exchange of stock or take any other lawful action, unless otherwise required by the Certificate of Incorporation or applicable Law, the Board may fix a record date, which record date shall not precede the date on which the resolution fixing the record date was adopted by the Board and shall not be more than 60 days prior to such action.

(B) If no such record date is fixed:

(i) The record date for determining Stockholders entitled to notice of and to vote at a meeting of Stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held;

(ii) The record date for determining Stockholders entitled to express consent to corporate action in writing without a meeting (unless otherwise provided in the Certificate of Incorporation), when no prior action by the Board is required by applicable Law, shall be the first day on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable Law; and when prior action by the Board is required by applicable Law, the record date for determining Stockholders entitled to express consent to corporate action in writing without a meeting shall be at the close of business on the date on which the Board takes such prior action; and

(iii) When a determination of Stockholders of record entitled to notice of or to vote at any meeting of Stockholders has been made as provided in this Section 2.4, such determination shall apply to any adjournment thereof, unless the Board fixes a new Voting Record Date for the adjourned meeting, in which case the Board shall also fix such Voting Record Date or a date earlier than such date as the new Notice Record Date for the adjourned meeting.

2.5 Notice of Meetings of Stockholders. Whenever under the provisions of applicable Law, the Certificate of Incorporation or these By-laws, Stockholders are required or permitted to take any action at a meeting, notice shall be given stating the place, if any, date and hour of the meeting, the means of remote communication, if any, by which Stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the Voting Record Date, if such date is different from the Notice Record Date, and, in the case of a special meeting, the purposes for which the meeting is called. Unless otherwise provided by these By-laws or applicable Law, notice of any meeting shall be given, not less than ten nor more than 60 days before the date of the meeting, to each Stockholder entitled to vote at such meeting as of the Notice Record Date. If mailed, such notice shall be deemed to be given when deposited in the U.S. mail, with postage prepaid, directed to the Stockholder at his or her address as it appears on the records of the Corporation. An affidavit of the Secretary, an Assistant Secretary or the transfer agent of the Corporation that the notice required by this Section 2.5 has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein. If a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. Any business that might have been transacted at the meeting as originally called may be transacted at the adjourned meeting. If, however, the adjournment is for more than 30 days or, if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Stockholder of record entitled to vote at the meeting. If, after the adjournment, a new Voting Record Date is fixed for the adjourned meeting, the Board shall fix a new Notice Record Date in accordance with Section 2.4(B)(iii) hereof and

shall give notice of such adjourned meeting to each Stockholder entitled to vote at such meeting as of the Notice Record Date.

2.6 Waivers of Notice. Whenever the giving of any notice to Stockholders is required by applicable Law, the Certificate of Incorporation or these By-laws, a waiver thereof, given by the person entitled to said notice, whether before or after the event as to which such notice is required, shall be deemed equivalent to notice. Attendance by a Stockholder at a meeting shall constitute a waiver of notice of such meeting except when the Stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting has not been lawfully called or convened. Neither the business to be transacted at, nor the purposes of, any regular or special meeting of the Stockholders need be specified in any waiver of notice.

2.7 List of Stockholders. The Secretary shall prepare and make, at least ten days before every meeting of Stockholders, a complete, alphabetical list of the Stockholders entitled to vote at the meeting, and showing the address of each Stockholder and the number of shares registered in the name of each Stockholder. Such list may be examined by any Stockholder, at the Stockholder's expense, for any purpose germane to the meeting, for a period of at least ten days prior to the meeting, during ordinary business hours at the principal place of business of the Corporation or on a reasonably accessible electronic network as provided by applicable Law. If the meeting is to be held at a place, the list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any Stockholder who is present. If the meeting is held solely by means of remote communication, the list shall also be open for inspection as provided by applicable Law. Except as provided by applicable Law, the stock ledger shall be the only evidence as to who are the Stockholders entitled to examine the list of Stockholders or to vote in person or by proxy at any meeting of Stockholders.

2.8 Quorum of Stockholders; Adjournment. Except as otherwise provided by these By-laws, at each meeting of Stockholders, the presence in person or by proxy of the holders of a majority of the voting power of all outstanding shares of stock entitled to vote at the meeting of Stockholders, shall constitute a quorum for the transaction of any business at such meeting. In the absence of a quorum, the holders of a majority in voting power of the shares of stock present in person or represented by proxy at any meeting of Stockholders, including an adjourned meeting, may adjourn such meeting to another time and place. Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of Directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

2.9 Voting; Proxies. At any meeting of Stockholders, all matters other than the election of directors, except as otherwise provided by the Certificate of

Incorporation, these By-laws or any applicable Law, shall be decided by the affirmative vote of a majority in voting power of shares of stock present in person or represented by proxy and entitled to vote thereon. At all meetings of Stockholders for the election of Directors, a plurality of the votes cast shall be sufficient to elect. Each Stockholder entitled to vote at a meeting of Stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such Stockholder by proxy but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only so long as, it is coupled with an interest sufficient in Law to support an irrevocable power. A Stockholder may revoke any proxy that is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary a revocation of the proxy or by delivering a new proxy bearing a later date.

2.10 Voting Procedures and Inspectors at Meetings of Stockholders.

The Board, in advance of any meeting of Stockholders, may appoint one or more inspectors, who may be employees of the Corporation, to act at the meeting and make a written report thereof. The Board may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting, the person presiding at the meeting may appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall (A) ascertain the number of shares outstanding and the voting power of each, (B) determine the shares represented at the meeting and the validity of proxies and ballots, (C) count all votes and ballots, (D) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors and (E) certify their determination of the number of shares represented at the meeting and their count of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of their duties. Unless otherwise provided by the Board, the date and time of the opening and the closing of the polls for each matter upon which the Stockholders will vote at a meeting shall be determined by the person presiding at the meeting and shall be announced at the meeting. No ballot, proxies, votes or any revocation thereof or change thereto, shall be accepted by the inspectors after the closing of the polls unless the Court of Chancery of the State of Delaware upon application by a Stockholder shall determine otherwise. In determining the validity and counting of proxies and ballots cast at any meeting of Stockholders, the inspectors may consider such information as is permitted by applicable Law. No person who is a candidate for office at an election may serve as an inspector at such election.

2.11 Conduct of Meetings; Adjournment. The Board may adopt such rules and procedures for the conduct of Stockholder meetings as it deems appropriate. At each meeting of Stockholders, the Chairman or, in the absence of the Chairman, the President or, if the President is absent, a Vice President and, in case more than one Vice President shall be present, that Vice President designated by the Board (or in the absence of any such designation, the most senior Vice President present), shall preside over the

meeting. Except to the extent inconsistent with the rules and procedures as adopted by the Board, the person presiding over the meeting of Stockholders shall have the right and authority to convene, adjourn and reconvene the meeting from time to time, to prescribe such additional rules and procedures and to do all such acts as, in the judgment of such person, are appropriate for the proper conduct of the meeting. Such rules and procedures, whether adopted by the Board or prescribed by the person presiding over the meeting, may include, (A) the establishment of an agenda or order of business for the meeting, (B) rules and procedures for maintaining order at the meeting and the safety of those present, (C) limitations on attendance at or participation in the meeting to Stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the person presiding over the meeting shall determine, (D) restrictions on entry to the meeting after the time fixed for the commencement thereof and (E) limitations on the time allotted to questions or comments by participants. The person presiding over any meeting of Stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, may determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such presiding person should so determine, he or she shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board or the person presiding over the meeting, meetings of Stockholders shall not be required to be held in accordance with the rules of parliamentary procedure. The Secretary or, in his or her absence, one of the Assistant Secretaries, shall act as secretary of the meeting. If none of the officers above designated to act as the person presiding over the meeting or as secretary of the meeting shall be present, a person presiding over the meeting or a secretary of the meeting, as the case may be, shall be designated by the Board and, if the Board has not so acted, in the case of the designation of a person to act as secretary of the meeting, designated by the person presiding over the meeting.

2.12 Order of Business. The order of business at all meetings of Stockholders shall be as determined by the person presiding over the meeting.

2.13 Written Consent of Stockholders Without a Meeting. Any action to be taken at any annual or special meeting of Stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action to be so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered (by hand or by certified or registered mail, return receipt requested) to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of Stockholders are recorded. Every written consent shall bear the date of signature of each Stockholder who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered in the manner required by this Section 2.13, written consents signed by a sufficient number of holders to take action are delivered to the Corporation as aforesaid. Prompt notice of the taking of the

corporate action without a meeting by less than unanimous written consent shall, to the extent required by applicable Law, be given to those Stockholders who have not consented in writing, and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Corporation.

ARTICLE 3

DIRECTORS

3.1 General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board. The Board may adopt such rules and procedures, not inconsistent with the Certificate of Incorporation, these By-laws or applicable Law, as it may deem proper for the conduct of its meetings and the management of the Corporation.

3.2 Number; Term of Office. The Board shall consist of one or more members, the number thereof to be determined from time to time by the Board. Each Director shall hold office until a successor is duly elected and qualified or until the Director's earlier death, resignation, disqualification or removal.

3.3 Newly Created Directorships and Vacancies. Any newly created directorships resulting from an increase in the authorized number of Directors and any vacancies occurring in the Board, may be filled by the affirmative votes of a majority of the remaining members of the Board, although less than a quorum. A Director so elected shall be elected to hold office until the earlier of the expiration of the term of office of the Director whom he or she has replaced, a successor is elected and qualified or the Director's death, resignation or removal.

3.4 Resignation. Any Director may resign at any time by notice given in writing or by electronic transmission to the Corporation. Such resignation shall take effect at the date of receipt of such notice or at such later time as is therein specified.

3.5 Regular Meetings. Regular meetings of the Board may be held without notice at such times and at such places as may be determined from time to time by the Board or its Chairman.

3.6 Special Meetings. Special meetings of the Board may be held at such times and at such places as may be determined by the Chairman or the President on at least 24 hours' notice to each Director given by one of the means specified in Section 3.9 hereof other than by mail or on at least three days' notice if given by mail. Special meetings shall be called by the Chairman, President or Secretary in like manner and on like notice on the written request of any two or more Directors.

3.7 Telephone Meetings. Board or Board committee meetings may be held by means of telephone conference or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation by a Director in a meeting pursuant to this Section 3.7 shall constitute presence in person at such meeting.

3.8 Adjourned Meetings. A majority of the Directors present at any meeting of the Board, including an adjourned meeting, whether or not a quorum is present, may adjourn and reconvene such meeting to another time and place. At least 24 hours' notice of any adjourned meeting of the Board shall be given to each Director whether or not present at the time of the adjournment, if such notice shall be given by one of the means specified in Section 3.9 hereof other than by mail, or at least three days' notice if by mail. Any business may be transacted at an adjourned meeting that might have been transacted at the meeting as originally called.

3.9 Notice Procedure. Subject to Sections 3.6 and 3.10 hereof, whenever notice is required to be given to any Director by applicable Law, the Certificate of Incorporation or these By-laws, such notice shall be deemed given effectively if given in person or by telephone, mail addressed to such Director at such Director's address as it appears on the records of the Corporation, telegram, telecopy or by other means of electronic transmission.

3.10 Waiver of Notice. Whenever the giving of any notice to Directors is required by applicable Law, the Certificate of Incorporation or these By-laws, a waiver thereof, given by the Director entitled to the notice, whether before or after such notice is required, shall be deemed equivalent to notice. Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting except when the Director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting was not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special Board or committee meeting need be specified in any waiver of notice.

3.11 Organization. At each meeting of the Board, the Chairman or, in his or her absence, another Director selected by the Board shall preside. The Secretary shall act as secretary at each meeting of the Board. If the Secretary is absent from any meeting of the Board, an Assistant Secretary shall perform the duties of secretary at such meeting; and in the absence from any such meeting of the Secretary and all Assistant Secretaries, the person presiding at the meeting may appoint any person to act as secretary of the meeting.

3.12 Quorum of Directors. The presence of a majority of the Board shall be necessary and sufficient to constitute a quorum for the transaction of business at any meeting of the Board.

3.13 Action by Majority Vote. Except as otherwise expressly required by these By-laws or the Certificate of Incorporation, the vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board.

3.14 Action Without Meeting. Unless otherwise restricted by these By-laws, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all Directors or members of such committee, as the case may be, consent thereto in writing or by electronic transmission, and the writings or electronic transmissions are filed with the minutes of proceedings of the Board or committee.

3.15 Removal. Subject to the terms hereof, the entire Board or any individual Director may be removed from office with or without cause by the Stockholders entitled to cast at least a majority of the votes that all Stockholders are entitled to cast at an election of directors. In case the Board or any one or more Directors be so removed, one or more individuals may be appointed at the same meeting (or in the same written consent) at which such director or directors have been so removed to fill the vacancy or vacancies created thereby, to serve for the remainder of the terms, respectively, of the Director or Directors so removed.

ARTICLE 4

COMMITTEES OF THE BOARD

The Board may designate one or more committees, each committee to consist of one or more of the Directors of the Corporation. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. If a member of a committee shall be absent from any meeting, or disqualified from voting thereat, the remaining member or members present at the meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may, by a unanimous vote, appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent permitted by applicable Law, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers that may require it to the extent so authorized by the Board. Unless the Board provides otherwise, at all meetings of such committee, a majority of the then authorized members of the committee shall constitute a quorum for the transaction of business, and the vote of a majority of the members of the committee present at any meeting at which there is a quorum shall be the act of the committee. Each committee shall keep regular minutes of its meetings. Unless the Board provides otherwise, each committee designated by the Board may make, alter and repeal rules and procedures for the conduct of its business. In the absence of such rules and procedures each committee shall conduct its business in the same manner as the Board conducts its business pursuant to ARTICLE 3.

ARTICLE 5

OFFICERS

5.1 Positions; Election. The officers of the Corporation shall be a President, a Secretary, a Treasurer and any other officers as the Board may elect from time to time, who shall exercise such powers and perform such duties as shall be determined by the Board from time to time. Any number of offices may be held by the same person. The Board may designate one or more Vice Presidents as Executive Vice Presidents and may use descriptive words or phrases to designate the standing, seniority or areas of special competence of the Vice Presidents elected or appointed by it.

5.2 Term of Office. Each officer of the Corporation shall hold office until such officer's successor is elected and qualifies or until such officer's earlier death, resignation or removal. Any officer may resign at any time upon written notice to the Corporation. Such resignation shall take effect at the date of receipt of such notice or at such later time as is therein specified. The resignation of an officer shall be without prejudice to the contract rights of the Corporation, if any. Any officer may be removed at any time with or without cause by the Board. Any vacancy occurring in any office of the Corporation may be filled by the Board. The election or appointment of an officer shall not of itself create contract rights.

5.3 Chairman. The Chairman may or may not be an executive of the Corporation. The Chairman, or in the absence of the Chairman, a chairman chosen by a majority of the Directors present, shall preside at all meetings of the Board and shall exercise such powers and perform such other duties as shall be determined from time to time by the Board.

5.4 President. The President shall have general supervision over the business of the Corporation and other duties incident to the office of President, and any other duties as may from time to time be assigned to the President by the Board and subject to the control of the Board in each case. The President may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts and other instruments, except in cases in which the signing and execution thereof shall be expressly delegated by the Board or by these By-laws to some other officer or agent of the Corporation, or shall be required by applicable Law otherwise to be signed or executed.

5.5 Vice Presidents. Vice Presidents shall have the duties incident to the office of Vice President and any other duties that may from time to time be assigned to the Vice President by the President or the Board. Any Vice President may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts or other instruments, except in cases in which the signing and execution thereof shall be expressly delegated by the Board or by these By-laws to some other officer or agent of the Corporation, or shall be required by applicable Law otherwise to be signed or executed.

5.6 Secretary. The Secretary shall attend all meetings of the Board and of the Stockholders, record all the proceedings of the meetings of the Board and of the Stockholders in a book to be kept for that purpose and perform like duties for committees of the Board, when required. The Secretary shall give, or cause to be given, notice of all special meetings of the Board and of the Stockholders and perform such other duties as may be prescribed by the Board or by the President. The Secretary shall have custody of the corporate seal of the Corporation, and the Secretary or an Assistant Secretary, shall have authority to affix the same on any instrument that may require it, and when so affixed, the seal may be attested by the signature of the Secretary or by the signature of such Assistant Secretary. The Board may give general authority to any other officer to affix the seal of the Corporation and to attest the same by such officer's signature. The Secretary or an Assistant Secretary may also attest all instruments signed by the President or any Vice President. The Secretary shall have charge of all the books, records and papers of the Corporation relating to its organization and management, see that the reports, statements and other documents required by applicable Law are properly kept and filed and, in general, perform all duties incident to the office of Secretary of a corporation and such other duties as may from time to time be assigned to the Secretary by the Board or the President.

5.7 Treasurer. The Treasurer shall have charge and custody of, and be responsible for, all funds, securities and notes of the Corporation, receive and give receipts for moneys due and payable to the Corporation from any sources whatsoever; deposit all such moneys and valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board, against proper vouchers, cause such funds to be disbursed by checks or drafts on the authorized depositories of the Corporation signed in such manner as shall be determined by the Board and be responsible for the accuracy of the amounts of all moneys so disbursed, regularly enter or cause to be entered in books or other records maintained for the purpose full and adequate account of all moneys received or paid for the account of the Corporation, have the right to require from time to time reports or statements giving such information as the Treasurer may desire with respect to any and all financial transactions of the Corporation from the officers or agents transacting the same, render to the President or the Board, whenever the President or the Board shall require the Treasurer so to do, an account of the financial condition of the Corporation and of all financial transactions of the Corporation, disburse the funds of the Corporation as ordered by the Board and, in general, perform all duties incident to the office of Treasurer of a corporation and such other duties as may from time to time be assigned to the Treasurer by the Board or the President.

5.8 Assistant Secretaries and Assistant Treasurers. Assistant Secretaries and Assistant Treasurers shall perform such duties as shall be assigned to them by the Secretary or by the Treasurer, respectively, or by the Board or the President.

ARTICLE 6

INDEMNIFICATION

6.1 Right to Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable Law as it presently exists or may hereafter be amended, any person (a “Covered Person”) who was or is an authorized representative of the Corporation, and who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a “Proceeding”), by reason of the fact that such person was or is an authorized representative of the Corporation, against all liability and loss suffered and expenses (including attorneys’ fees) reasonably incurred by such Covered Person. Notwithstanding the preceding sentence, except as otherwise provided in Section 6.3, the Corporation shall be required to indemnify a Covered Person in connection with a Proceeding (or part thereof) commenced by such Covered Person only if the commencement of such Proceeding (or part thereof) by the Covered Person was authorized by the Board. For purposes of this Article 6, “authorized representative” means (i) any and all directors of the Corporation, (ii) the Corporation’s Chief Executive Officer, Chief Financial Officer, General Counsel, Treasurer, Secretary, Division Presidents and Executive Vice Presidents and any and all other officers of the Corporation that are appointed by the Board and (iii) any person designated as an authorized representative by the Board (which may, but need not, include any person serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise).

6.2 Prepayment of Expenses. To the extent not prohibited by applicable Law, the Corporation shall pay the expenses (including attorneys’ fees) incurred by a Covered Person in defending any Proceeding in advance of its final disposition; provided, however, that, to the extent required by applicable Law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this ARTICLE 6 or otherwise.

6.3 Claims. If a claim for indemnification or advancement of expenses under this ARTICLE 6 is not paid in full within 30 days after a written claim therefor by the Covered Person has been received by the Corporation, the Covered Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable Law.

6.4 Nonexclusivity of Rights. The rights conferred on any Covered Person by this ARTICLE 6 shall not be exclusive of any other rights that such Covered Person may have or hereafter acquire under any statute, provision of these By-laws, the

Certificate of Incorporation, agreement, vote of stockholders or disinterested directors or otherwise.

6.5 Other Sources. The Corporation (i) shall be the indemnitor of first resort (i.e., its obligation to a Covered Person are primary and any obligation of any indemnification and/or insurance providers other than the Corporation (a “Secondary Indemnitor”) to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such Covered Person are secondary), (ii) shall be required to advance the full amount of expenses contemplated by Section 6.2 that are incurred by a Covered Person and shall be liable for the full amount of all such expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of these By-laws, the Certificate of Incorporation or any agreement between the Corporation and such Covered Person, and (iii) shall, to the extent a Covered Person has received any payment of amounts otherwise indemnifiable hereunder from any Secondary Indemnitor, upon request by such Covered Person, reimburse such amounts to such Secondary Indemnitor.

6.6 Amendment or Repeal. Any amendment or repeal of the foregoing provisions of this ARTICLE 6 shall not adversely affect any right or protection hereunder of any Covered Person in respect of any act or omission occurring prior to the time of such amendment or repeal.

6.7 Other Indemnification and Prepayment of Expenses. This ARTICLE 6 shall not limit the right of the Corporation, to the extent and in the manner permitted by applicable Law, to indemnify and to advance expenses to persons other than Covered Persons when and as authorized by appropriate corporate action.

6.8 Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against the person and incurred by the person in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power or the obligation to indemnify such person against such liability under the provisions of this Article 6.

GENERAL PROVISIONS

7.1 Certificates Representing Shares. The shares of stock of the Corporation shall be represented by certificates or all of such shares shall be uncertificated shares that may be evidenced by a book-entry system maintained by the registrar of such stock, or a combination of both. If shares are represented by certificates (if any) such certificates shall be in the form approved by the Board. The certificates representing shares of stock of each class shall be signed by, or in the name of, the Corporation by the Chairman, the President or any Vice President, and by the Secretary, any Assistant Secretary, the Treasurer or any Assistant Treasurer. Any or all such

signatures may be facsimiles. Although any officer, transfer agent or registrar whose manual or facsimile signature is affixed to such a certificate ceases to be such officer, transfer agent or registrar before such certificate has been issued, it may nevertheless be issued by the Corporation with the same effect as if such officer, transfer agent or registrar were still such at the date of its issue.

7.2 Transfer and Registry Agents. The Corporation may from time to time maintain one or more transfer offices or agents and registry offices or agents at such place or places as may be determined from time to time by the Board.

7.3 Lost, Stolen or Destroyed Certificates. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate or his legal representative to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

7.4 Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be maintained on any information storage device or method; provided that the records so kept can be converted into clearly legible paper form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to applicable Law.

7.5 Seal. The corporate seal shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

7.6 Fiscal Year. The fiscal year of the Corporation shall be determined by the Board.

7.7 Amendments. These By-laws may be amended or repealed and new By-laws may be adopted by the Board, but the Stockholders may make additional By-laws and may alter and repeal any By-laws whether such By-laws were originally adopted by them or otherwise.

7.8 Conflict with Applicable Law or Certificate of Incorporation. These By-laws are adopted subject to any applicable Law and the Certificate of Incorporation. Whenever these By-laws may conflict with any applicable Law or the Certificate of Incorporation, such conflict shall be resolved in favor of such Law or the Certificate of Incorporation.

7.9 Forum for Adjudication of Certain Disputes. Unless the Corporation consents in writing to the selection of an alternative forum (an "Alternative Forum Consent"), the Court of Chancery of the State of Delaware shall be the sole and

exclusive forum for (a) any derivative action or proceeding brought on behalf of the Corporation, (b) any action asserting a claim of breach of a fiduciary duty owed by any director, officer, stockholder, employee or agent of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation or any director, officer, stockholder, employee or agent of the Corporation arising out of or relating to any provision of the DGCL or the Certificate of Incorporation or Bylaws, or (iv) any action asserting a claim against the Corporation or any director, officer, stockholder, employee or agent of the Corporation governed by the internal affairs doctrine of the State of Delaware; provided, however, that, in the event that the Court of Chancery of the State of Delaware lacks subject matter jurisdiction over any such action or proceeding, the sole and exclusive forum for such action or proceeding shall be another state or federal court located within the State of Delaware, in each such case, unless the Court of Chancery (or such other state or federal court located within the State of Delaware, as applicable) has dismissed a prior action by the same plaintiff asserting the same claims because such court lacked personal jurisdiction over an indispensable party named as a defendant therein. Failure to enforce the foregoing provisions would cause the Corporation irreparable harm and the Corporation shall be entitled to equitable relief, including injunctive relief and specific performance, to enforce the foregoing provisions. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Section 7.9. The existence of any prior Alternative Forum Consent shall not act as a waiver of the Corporation's ongoing consent right as set forth above in this Section 7.9.

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EXHIBIT 6.17

RETAINED CAUSES OF ACTION

EXHIBIT 6.17

SCHEDULE OF RETAINED CAUSES OF ACTION

Article 6.17 of the Plan provides that unless any Causes of Action¹ against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or by a Final Order, in accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtor shall retain and may enforce all rights to commence and pursue any and all Causes of Action, whether arising before or after the Petition Date, and the Reorganized Debtor's rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtor or the Reorganized Debtor will not pursue any and all available Causes of Action against them. The Debtor and the Reorganized Debtor expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Bankruptcy Court order, the Reorganized Debtor expressly reserves all Causes of Action, for later adjudication, and therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity will vest in the Reorganized Debtor. The Reorganized Debtor, through its authorized agents or representatives, will retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtor will have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, or to decline to do any of the foregoing, without the consent or approval of any third party or any further notice to or action, order, or approval of the Bankruptcy Court.

Notwithstanding, and without limiting the generality of, Article 6.17 of the Plan, the following Exhibit 6.17-1 through Exhibit 6.17-13 include specific types of Causes of Actions expressly preserved by the Debtor and the Reorganized Debtor, including: (i) claims related to accounts receivable and accounts payable; (ii) claims related to insurance policies; (iii) claims related to deposits, adequate assurance postings, and other collateral postings; (iv) claims, defenses, cross-claims, and counter-claims related to litigation and possible litigation; (v) claims related to contracts and leases; (vi) claims related to vendor obligations; (vii) claims related to tax credits and refunds; (viii) claims related to intellectual property; (ix) claims

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan.

related to customer obligations; (x) claims related to environmental matters; (xi) claims related to lead price manipulation; (xii) claims related to current or former employee matters, and (xiii) claims related to potential avoidance of prepetition transfers under sections 362, 510, 542, 543, 547, 548, and 550 of the Bankruptcy Code, which are attached hereto as Exhibit 6.17-1, Exhibit 6.17-2, Exhibit 6.17-3, Exhibit 6.17-4, Exhibit 6.17-5, Exhibit 6.17-6, Exhibit 6.17-7, Exhibit 6.17-8, Exhibit 6.17-9, Exhibit 6.17-10, Exhibit 6.17-11, Exhibit 6.17-12, and Exhibit 6.17-13 respectively. Each such exhibit is subject to the terms of the Plan and the information provided in this Exhibit 6.17.

Exhibit 6.17-1

Claims Related to Accounts Receivable and Accounts Payable

Unless otherwise released by the Plan, the Debtor expressly reserves all Causes of Action against or related to all Entities that owe or that may in the future owe money to the Debtor or Reorganized Debtor. Furthermore, the Debtor expressly reserves all Causes of Action against or related to all Entities who assert or may assert that the Debtor or Reorganized Debtor owe money to them. There is no schedule to this Exhibit 6.17-1.

Exhibit 6.17-2

Claims Related to Insurance Policies

Unless otherwise released by the Plan, the Debtor expressly reserves all Causes of Action based in whole or in part upon any and all insurance contracts, insurance policies, occurrence policies, and occurrence contracts to which the Debtor or Reorganized Debtor is a party or pursuant to which the Debtor or Reorganized Debtor has any rights whatsoever, including Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, third party administrators, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters. There is no schedule to this Exhibit 6.17-2

Exhibit 6.17-3

Claims Related to Deposits, Adequate Assurance Postings, and Other Collateral Postings

Unless otherwise released by the Plan, the Debtor expressly reserves all Causes of Action based in whole or in part upon any and all postings of a security deposit, adequate assurance payment, or any other type of deposit or collateral. There is no schedule to this Exhibit 6.17-3.

Exhibit 6.17-4

**Claims, Defenses, Cross-Claims, and
Counter-Claims Related to Litigation and Possible Litigation**

The following Exhibit 6.17-4 includes Entities, affiliates, subsidiaries and successors and assigns, that are party to or that the Debtor believes may become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial. Unless otherwise released by the Plan, the Debtor expressly reserves all claims, defenses, cross claims, and counterclaims against or related to all Entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial, regardless of whether such Entity is included on the schedule accompanying this Exhibit 6.17-4.

For the avoidance of doubt, no Entity may rely on its omission from Exhibit 6.17-4 as any indication that the Debtor or the Reorganized Debtor will not pursue any and all available Causes of Action against them. The Debtor and the Reorganized Debtor expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.

EXIDE TECHNOLOGIES

RETAINED CAUSES OF ACTION

EXHIBIT 6.17-4 CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION

PARTY	ADDRESS	CAPTION OF SUIT, CASE NUMBER, AND JURISDICTION (IF APPLICABLE) / DISRIPTION
A. E. COMPANY, INC.	KIM SCHUMANN & KENNETH L. MARIBOHO, II, C/O SCHUMANN, RALLO & ROSENBERG, LLP 3100 BRISTOL STREET, SUITE 400 COSTA MESA, CA 92626 UNITED STATES	A. E. Company, Inc., erroneously sued as Arnold Engineering, Cross-Complainant v. Exide Technologies, Rexco, LLC and Does 1-50, inclusive, Case No. RIC 542039, Superior Court of California
ABREO, ODALYZ, ET AL.	ROBERT W FINNERTY & CHRISTOPHER T. AUMAIS GIRARDI & KEESE 1126 WILSHIRE BLVD. LOS ANGELES, CA 90017 UNITED STATES	Abreo, Odalyz, et al. v. James R. Bolch, Phillip Damaska, Ed Mopas, John Hogarth, R. Paul Hirt, Jr., and Does 1 to 100 inclusive, Case No. BC567894, Superior Court of the State of California, County of Los Angeles, Central District
AGUILAR, CECILIA ET AL.	THE MANDELL LAW FIRM ROBERT J MANDELL, ESQ. AND LAURENCE H. MANDELL, ESQ. 19400 BUSINESS CENTER DRIVE, SUITE 102 NORTHRIDGE, CA 91324 UNITED STATES	Aguilar, Cecilia et al. v. James R. Bolch, Phillip Damaska, Ed Mopas, John Hogarth, R. Paul Hirt, Jr., and Does 1 to 100 inclusive, Case No. BC573733, Superior Court of the State of California, County of Los Angeles, Central District
AGUIRRE, ALAN SALVADOR, ET AL.	THE MANDELL LAW FIRM ROBERT J MANDELL, ESQ. AND LAURENCE H. MANDELL, ESQ. 19400 BUSINESS CENTER DRIVE, SUITE 102 NORTHRIDGE, CA 91324 UNITED STATES	Aguirre, Alan Salvador, et al. v. James R. Bolch, Phillip Damaska, Ed Mopas, John Hogarth, R. Paul Hirt, Jr., and Does 1 to 100 inclusive, Case No. BC567401, Superior Court of the State of California, County of Los Angeles, Central District
ANAYA, HEYDY		[Claim Number - 4660082838]
ARGERPOULOS, BEN	5 FREDRICKSBURG COURT CORAM, NY 11727 UNITED STATES	
ATKINS, ALBERT	SANTILLI LAW GROUP 111 W. WASHINGTON STREET, SUITE 1240 CHICAGO, IL 60602 UNITED STATES	Hakeemah Hopkins, Bobby Boyd, Davien Cole, Jonathan White and Albert Atkins vs. Henry Schaefflein, Exide Technologies (Inc) and Davion Owens, Case No. 20131301354, Circuit Court of Cook County, Illinois, Municipal Department, First District
BARKER, MARION	2543 FASHION AVE LONG BEACH, CA 90810 UNITED STATES	Workers' Compensation Claim No. 7190209011, State of California
BARRON, CARLOS M., ET AL.	THE MANDELL LAW FIRM ROBERT J MANDELL, ESQ. AND LAURENCE H. MANDELL, ESQ. 19400 BUSINESS CENTER DRIVE, SUITE 102 NORTHRIDGE, CA 91324 UNITED STATES	Barron, Carlos M., et al. v. James R. Bolch, Phillip Damaska, Ed Mopas, John Hogarth, R. Paul Hirt, Jr., and Does 1 to 100 inclusive, Case No. BC567759, Superior Court of the State of California, County of Los Angeles, Central District
BATIZ, ISRAEL	1755 WARWICK RD SAN MARINO, CA 91108 UNITED STATES	Workers' Compensation Claim No. 7190208964, State of California
BAUSLEY, DALESHA	VIRGINIA C. POLLARD, EEOC LITTLE ROCK AREA OFFICE 820 LOUISIANA, SUITE 200 LITTLE ROCK, ARKANSAS, 72201	Notice of Charge of Discrimination, EEOC, Charge No. 493-2014-00776
BEACHEM, MARVIN, ET AL.	MALCOLM M. CROSLAND, JR AND DAVID T PERLMAN STEINBERG LAW FIRM 61 BROAD STREET CHARLESTON, SC 29401 UNITED STATES	Marvin Beachem, et al. vs. Exide Corporation, South Carolina Workers' Compensation Commission
BENNETT, ROBIN, ADM. ESTATE OF JEANNE BOYD	JAMES W. SIMPSON, JR. LAW OFFICES OF JAMES W. SIMPSON, P.C. 100 CONCORD STREET, SUITE 3B FRAMINGHAM, MA 01701 UNITED STATES	Bennett, Robin, Adm. Estate of Jeanne Boyd v. Wesley Gaffney, et al., incl. Exide, Case No. 2014-03014-B, Suffolk County District Court, Commonwealth of Massachusetts

EXIDE TECHNOLOGIES

RETAINED CAUSES OF ACTION

EXHIBIT 6.17-4 CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION

PARTY	ADDRESS	CAPTION OF SUIT, CASE NUMBER, AND JURISDICTION (IF APPLICABLE) / DISCRPTION
BEVAN, WILLIAM AND BEVAN, CATHERINE	MATTHEW W. WEEKS CARL P. KASUNIC CO. LPA 4230 STATE ROUTE 306 BUILDING 1, SUITE 306 WILLOUGHBY, OH 44094 UNITED STATES	William Bevan and Catherine Bevan v. Tractor Supply Company, Exide Technologies, et al., Case No. 12PL000821
BEVERLY, DEAN	DEAN M. BEVERLY 2218 MEADOWLARK LANE SALINA, KS 67401 UNITED STATES	Dean M. Beverly v. Exide Technologies, et al, Case No. 14SC98, State of Kansas, In the District Court of Saline County, Kansas
BIDDY, CLIFFORD	RANDY L. GORI C/O GORI, JULIAN & ASSOCIATES, P.C. 156 N. MAIN ST. EDWARDSVILLE, IL 62025 UNITED STATES	Biddy, Clifford v. Ameron Int'l incl. Exide, Case No. 13L1340, Madison County, 3rd Judicial Circuit Court, Illinois
BOWERS, CLARA	1295 TIMBER RIDGE RD. BLUFF CITY, TN 37618 UNITED STATES	Clara Bowers vs. Exide Technologies, Case No. THRC 309999A EEOC 25-A-2009-00267C, TN Human Rights Commission and EEOC
BOYD, BOBBY	SANTILLI LAW GROUP 111 W. WASHINGTON STREET, SUITE 1240 CHICAGO, IL 60602 UNITED STATES	Hakeemah Hopkins, Bobby Boyd, Davien Cole, Jonathan White and Albert Atkins vs. Henry Schaefflein, Exide Technologies (Inc) and Davion Owens, Case No. 20131301354, Circuit Court of Cook County, Illinois, Municipal Department, First District
BOYD, LARRY	2100 RECTOR AVE. MUNCIE, IN 47303 UNITED STATES	Larry Boyd vs. Exide Technologies, Case No. 470-2011-00776, EEOC
BREWER, RUTH INDIVIDUALLY AND AS SPECIAL ADMINISTRATOR OF THE ESTATE OF AARON BREWER, DECEASED	21 BRIARWOOD AVE. EASTABOGA, AL UNITED STATES	Ruth Brewer, Individually and as Special Administrator of the Estate of Aaron Brewer, Deceased vs. Air & Liquid Systems Corporation, et al. (including Exide Technologies), Case No. 11-L-1253, Circuit Court, Third Judicial Circuit (Madison County, Illinois)
BROWN, THEODORE	BENJAMIN R SCHMICKLE, J. JOSEPH KUSMIERCZAK, AND MATTHEW C. MORRIS SWMK LAW, LLC 701 MARKET STREET, SUITE 1575 ST LOUIS, MO 63101 UNITED STATES	Brown, Theodore v. Afton Pumps, Inc., et al. incl. Exide, Case No. 14L639, Madison County, 3rd Judicial Circuit Court, Illinois
BYAS, JASON	3178 TIFFANY COURT KINGSPORT, TN 37663 UNITED STATES	Jason Byas vs. Exide Technologies, Case No. 494-2011-02098, EEOC
CABRIALES, FERMIN	12511 ALPINE AVE LYNWOOD, CA 90262 UNITED STATES	Workers' Compensation Claim Number 7190242075, State of California
CALDERON, LEO	FRANK E. VENTURA KANSAS CITY AREA OFFICE, EEOC GATEWAY TOWER 11, 400 STATE AVENUE KANSAS CITY, KANSAS 66101 UNITED STATES	Notice of Charge of Discrimination, EEOC Charge Number 563-2014-01853
CANADA, KENNY	2363 CHAPEL RIDGE APT 4-B SALINA, KS 67401 UNITED STATES	Salina (10/2013)
CANADA, KENNY	2363 CHAPEL RIDGE APT 4-B SALINA, KS 67401 UNITED STATES	Salina (2/2013)

EXIDE TECHNOLOGIES

RETAINED CAUSES OF ACTION

EXHIBIT 6.17-4 CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION

PARTY	ADDRESS	CAPTION OF SUIT, CASE NUMBER, AND JURISDICTION (IF APPLICABLE) / DISCRPTION
CARNEY, STEVE	M. KATHLEEN MCKINNEY REGIONAL DIRECTOR, NLRB REGION 15 600 S. MAESTRI PL. FLOOR 7 NEW ORLEANS, LA 70130 UNITED STATES	NLRB Charge No. 15-CA-129636
CASELLA, JAMES	WILLIAM B. FEDERMAN AND A. BROOKE MURPHY FEDERMAN & SHERWOOD 10205 N. PENNSYLVANIA AVE OAKLAHOMA CITY, OK 73120 UNITED STATES	James Cassella and Sandra Weitsman, Individually and on Behalf of All Others Similarly Situated v. Exide Technologies, James R. Bolch, Phillip A. Damaska, R. Paul Hirt, Louis E. Martinez, Case No. CV13-03991, United States District Court for the Central District of California
CASTRO, JOSE	CASTRO COLDERON JOGI, LABOR COMMISSIONER STATE OF CALIFORNIA 770 E. SHAW AVENUE FRESNO, CA 93710 UNITED STATES	Jose Castro v. Adecco USA Inc., Exide Technologies., Case No. 0455217DM, California Labor Commissioner
CHANDRAKHAM, AIRE	6912 LOOKOUT DRIVE FORT SMITH, AR 72916 UNITED STATES	Charge No. 846 2012 23166, EEOC Little Rock Office
CITY OF EL PASO	DELGADO, ACOSTA, SPENCER, LINEBARGER & PEREZ, LLP ATTN: JOSE PADILLA 221 NORTH KANSAS ST, SUITE 1400 EL PASO, TX 79901 UNITED STATES	City of El Paso, vs. GNB a/k/a GNB Technologies, Inc., Case No. 2013DTX1148, County Court at Law No 5, El Paso County, Texas
CITY OF FRISCO	6101 FRISCO SQUARE BOULEVARD FRESCO, TX 75034 UNITED STATES	Any and all claims, causes of action, indemnifications, demands, or liabilities of every kind and nature whatsoever, including those arising under contract, statute, or common law, whether or not known or suspected against the City of Frisco based upon, arising out of, related to, or by reason of any event, contract, cause, thing, act, statement, or omission.
CLARK, SHERRY	748 VANCE DRIVE BRISTOL, TN 37620 UNITED STATES	Bristol (2013)
COBIAN, JOSE	9206 OLYMPIC BLVD PICO RIVERA, CA 90660 UNITED STATES	Workers' Compensation Claim No. 7190235908, State of California
COLE, DAVIEN	SANTILLI LAW GROUP 111 W. WASHINGTON STREET, SUITE 1240 CHICAGO, IL 60602 UNITED STATES	Hakeemah Hopkins, Bobby Boyd, Davien Cole, Jonathan White and Albert Atkins vs. Henry Schaefflein, Exide Technologies (Inc) and Davion Owens, Case No. 20131301354, Circuit Court of Cook County, Illinois, Municipal Department, First District
COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT	100 N. SENATE AVE. INDIANAPOLIS, IN 46204-2251 UNITED STATES	Commissioner of the Department of Environmental Management, Complainant (Muncie, IN) (2/21/2013)
COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT	100 N. SENATE AVE. INDIANAPOLIS, IN 46204-2251 UNITED STATES	Commissioner of the Department of Environmental Management, Complainant (Muncie, IN) (8/16/2013)
CORNERSTONE INDUSTRIAL SERVICES, INC.	STEVEN E. HOFFMAN & SALEEM MAWJI TALLMAN, HUDDERS & SORRENTON 1611 POND ROAD, SUITE 300 ALLENTOWN, PA 18104 UNITED STATES	Cornerstone Industrial Services, Inc. vs. Exide Technologies, Inc., f/k/a Exide Corporation, Case No. 11-20291, Court of Common Pleas of Berks County, PA, Civil Division
CORNERSTONE INDUSTRIAL SERVICES, INC.	CORNERSTONE INDUSTRIAL SERVICES, INC. STEVEN E. HOFFMAN, ESQ. TALLMAN, HUDDERS & SORRENTINO 1611 POND ROAD, SUITE 300 ALLENTOWN, PA 18104 UNITED STATES	Exide reserves all rights against Cornerstone Industrial Services, Inc. in connection with property damage and business interruption arising from Cornerstone's negligence related to its performance of furnace maintenance and rebuilding at Exide's Reading recycling facility

EXIDE TECHNOLOGIES

RETAINED CAUSES OF ACTION

EXHIBIT 6.17-4 CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION

PARTY	ADDRESS	CAPTION OF SUIT, CASE NUMBER, AND JURISDICTION (IF APPLICABLE) / DISCRPTION
CORTEZ, JAIME	LARRY BENDESKY, ESQ. AND BRIAN E. FRITZ, ESQ. SALTZ MONGELUZZI, BARRETT & BENDESKY P.C. 52ND FLOOR, 1650 MARKET STREET PHILADELPHIA, PA, 19103 UNITED STATES	Jaime Cortez vs. Exide Technologies, Inc., Exide Corporation, Exide Group Incorporated, Exide Corporation Smelter, Exide Corporation Industrial Battery Sales & Service, Exide Operation, Inc., Yuasa Exide, Inc., Exide Technologies, Yuasa, Inc., Yuasa Exide Battery Corp., Yuasa, Inc. (DE), Yuasa Battery, Inc., Yuawa-Exide, Inc., Yuasa (Delaware), Inc., Enersys Corporation, Enersys Capital, Inc., Enersys Advanced Systems, Inc., Enersys, Inc., Enersys Delaware, Inc., Enersys, General Battery Corporation, General Battery/Hertner J/V, GNB Technologies, Inc., Yuasa-Exide Research and Development Center, GS Yuasa International Ltd., Japan, GS Yuasa Corporation, American Crane & Equipment Corporation, Dixie Metals Company, Lion Compact Energy, Inc., Yuasa-GBC, Inc., Southern Battery Co. of Raleigh, Southern Battery, Exide Battery Sales, Columbus McKinnon Corporation, Midland Forge Division, C M Hoist Division, C M Chain Division, Dixie Industries Division, Lift-Tech International Division, Lift Tech International Cranes, Columbus McKinnon Limited, Yale Industrial Products, Inc., Yale Hoists, Yale Lifttech, Lift-Tech International, Inc., The Crosby Group, LLC, Lebus Manufacturing, McKissick Manufacturing, Melrose, PLC, Philadelphia Tramrail Enterprises, Inc., Philadelphia Tramrail Company, Philadelphia Tramrail Baler & Compactor Service Company, Inc., Philadelphia Tramrail Crane & Hoist Service Company, Inc., Atlantic Crane, Inc., Atlantic Crane, Center, Inc., Atlantic Crane Inspection Services, Atlantic Crane Inspection, Konecranes, Inc., Crane Pro Services, Crane Pro Parts, Sheppard Niles, KCI Holdings USA, Inc., Konecranes Finance OY, Konecranes ABP, Konecranes, Konecranes Modernizations, Konecranes Parts, Konecranes Port Services, Konecranes Portal Service, Konecranes Service, Morris Material Handling, Morris Material Handling, Inc., PHMH Holding Company, MMH Americas, Inc., MMH Holdings, Inc., Case No. 111203838, Commonwealth of Pennsylvania Court of Common Pleas Philadelphia County Law Division
CULPEPPER, TOM	J. NEALE DEGRAVELLES 618 MAIN STREET BATON ROUGE LA 70801 UNITED STATES	Tom Culpepper v. Exide Technologies, et al., Case No. 564007, LA State Court, 19th Judicial Circuit, East Baton Rouge Parish
CUNNINGHAM, GREGORY KELLY & DAWN LYN (D//B/A CUNNINGHAM TRUCKING LLC, MCK LOGISTICS, LLC, AND MCK TRUCKING, LLC)	720 S. IOWA STREET KANAPOLIS, KS 67454 UNITED STATES	Gregory Kelly Cunningham (d/b/a Cunningham Trucking, LLC, MCK Logistics, LLC and MCK Trucking, LLC) and Dawn Lyn Cunningham, Chapter 7 Case No. 09-41728, United States Bankruptcy Court for the District of Kansas
CUNNINGHAM, GREGORY KELLY (D//B/A CUNNINGHAM TRUCKING LLC, MCK LOGISTICS, LLC, AND MCK TRUCKING, LLC)	WESLEY F. SMITH, ESQ. STEVENS & BRAND, LLP 900 MASSACHUSETTS, SUITE 500 LAWRENCE, KS 66044 UNITED STATES	Exide Technologies v. Gregory Kelly Cunningham (d/b/a Cunningham Trucking, LLC, MCK Logistics, LLC and MCK Trucking, LLC), Adversary No. 10-07005, United States Bankruptcy Court for the District of Kansas
DARLING, EMIL & JENNIFER	8103 PERRY RD. GRAND BLANC, MI UNITED STATES	Frankenmuth Insurance Company, as Subrogee of Emil and Jennifer Darling, Plaintiff, v. Exide Technologies, A Foreign Profit Corporation, and Menards, Inc., a Foreign Profit Corporation, Defendants., Case No. 13-100103-NF, State of Michigan Judicial District, 7th Judicial Circuit, County Probate
DEPT. OF TOXIC SUBSTANCE CONTROL	1001 I STREET P.O. BOX 806 SACRAMENTO, CA 95812-0806 UNITED STATES	Dept. of Toxic Substances Control, In Re: 12981 166th Street, Cerritos, CA
DOKE, JULIE	720 1ST AVE EAST ONEONTA, 35121 UNITED STATES	Columbus (12/2013)
ELK TRANSPORTATION D/B/A ELK ENVIRONMENTAL SERIVCES	1418 CARBON STREET READING, PA 19601	Elk Transportation, Inc. d/b/a Elk Environmental Services, Case No. 13-14600, Court of Common Pleas of Berks County
ENERSYS DELAWARE, INC., F/K/A ENERSYS INC.	ROBERT LAPOWSKY, NEAL C. SCHUR C/O STEVENS & LEE, P.C. 1818 MARKET STREET, 29TH FLOOR PHILADELPHIA, PA 19103 UNITED STATES	Enersys Delaware Inc., f/k/a Enersys Inc. v. Exide Technologies, Court of Chancery for State of Delaware

EXIDE TECHNOLOGIES

RETAINED CAUSES OF ACTION

EXHIBIT 6.17-4 CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION

PARTY	ADDRESS	CAPTION OF SUIT, CASE NUMBER, AND JURISDICTION (IF APPLICABLE) / DISCRPTION
ENERSYS DELAWARE, INC., F/K/A ENERSYS, INC	ROBERT LAPOWSKY AND NEAL C. SCHUR C/O STEVENS & LEE, P.C. 1818 MARKET STREET, 29TH FLOOR PHILADELPHIA, PA 19103 UNITED STATES	Exide Technologies v. EnerSys Delaware, Inc., f/k/a EnerSys, Inc., Adversary Proceeding, Case No. 02-11125 (KJC) Adver. Proceeding 10-52766(KJC)
EOFF, CHARLOTTE	TIM EDWARDS, C/O GLASSMAN, EDWARDS, WADE & WYATT, P.C. 26 N. SECOND ST MEMPHIS, TN 38103 UNITED STATES	Charlotte Eoff, Adversary Proceeding, Case No. 02-11125 (KJC) Adver. Pro. 06-50506-KJC, United States Bankruptcy Court for the District of Delaware
EOFF, CHARLOTTE E.	TIM EDWARDS, C/O GLASSMAN, EDWARDS, WADE & WYATT, P.C. 26 N. SECOND ST MEMPHIS, TN 38103 UNITED STATES	Charlotte E. Eoff, Surviving Spouse of Homer C. Eoff, III v. Gould National Battery Inc., GNB Technologies, Exide Technologies, Case No. CH-04-1305-1, Chancery Court of Shelby County, Tennessee, for the 30th Judicial District of Memphis
FLORES, LUIS	3249 LIVE OAK STREET HUNTINGTON PARK, CA 90255 UNITED STATES	Workers' Compensation Claim Number 7190207287, State of California
FLORES, LUIS	3249 LIVE OAK STREET HUNTINGTON PARK, CA 90255 UNITED STATES	Workers' Compensation Claim Number 7190209469, State of California
FRANCIS, WILLIAM	FREDERICK J. BRUBAKER EEOC, INDIANAPOLIS DISTRICT OFFICE 101 WEST OHIO STREET, SUITE 1900 INDIANAPOLIS, IN 46204 UNITED STATES	EEOC Notice of Discrimination, Charge No. 470-2014-02220
FRANCIS, WILLIAM	RIK LINEBACK, REGIONAL DIRECTOR NLRB, REGION 25 575 N. PENNSYLVANIA STREET, SUITE 238 INDIANAPOLIS, IN 46204-1520 UNITED STATES	NLRB Case No. 15-CA-125301
FRANCIS, WILLIAM	9339 KINGSBORO CT. INDIANAPOLIS, IN, 46235 UNITED STATES	OSHA (3/2014)
FRANKENMUTH INSURANCE COMPANY, ETC.	RYAN STEARN LAW OFFICE OF DOMINIC SILVESTRI PLLC 31780 TELEGRAPH ROAD, SUITE 120 BINGHAM FARMS, MI 48025 UNITED STATES	Frankenmuth Insurance Company, etc., vs. Exide & Menards, Inc. (Emil & Jennifer Darling Subro), Case No. 13100103N5, Circuit Court for Genesee County, Michigan
FRAZIER, CRAIG	1229 SPRING ST. READING, PA 19604 UNITED STATES	Craig Frazier vs. Exide Technologies, Case No. 11-1863, U.S. Dist. Court, E.D. Penn.
FREIGHT FORWARDERS SETTLEMENT	FREIGHT FORWARDERS SETTLEMENT % FREIGHT FORWARDERS CLAIMS ADMINISTRATOR PO BOX 3747 PORTLAND, OR 97208-3747 UNITED STATES	Exide expects to file a claim in the Freight Forwarders Litigation class action settlement. (Precision Associates, Inc., v. Panalpina World Transport Holding LTD. et al, U.S. District Court (E.D.N.Y.), case number 1:08-cv-00042(JG0(VVP)). Filing deadline is August 24, 2015.
GARZA, JOSEPH	535 SAN JOSE CLOVIS, CA 93612 UNITED STATES	Fresno (7/2013)
GEORGE, MICHAEL	MATTHEW E. COOK COOK LAW GROUP LLC P.O. BOX 68 CORNELIA, GA 30531 UNITED STATES	Michael George v. Exide Technologies and Stuart Aspet, Case No. 13EV018226B, State Court of Fulton County, Atlanta, GA

EXIDE TECHNOLOGIES

RETAINED CAUSES OF ACTION

EXHIBIT 6.17-4 CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION

PARTY	ADDRESS	CAPTION OF SUIT, CASE NUMBER, AND JURISDICTION (IF APPLICABLE) / DISCRPTION
GILLEN, MARILYN	ANDREW J. DUPONT LOCKS LAW FIRM THE CURTIS CENTER, SUITE 720E 601 WALNUT STREET PHILADELPHIA, PA 19106 UNITED STATES	Marilyn Gillen vs. The Boeing Company, et al., include Exide Technologies, Case No. 3697, Court of Common Pleas of Philadelphia County, First Judicial District of Pennsylvania, Trial Division - Civil
GIOVANNIELLO, STEPHEN	THOMAS P. RAM THE GUCCIARDO LAW FIRM, PLLC 99 WALL STREET, 19TH FLOOR NEW YORK, NY 10005 UNITED STATES	Giovanniello, Stephen v. Exide, et al., Case No. 13011012, Nassau County: Supreme Court, N.Y.
GRANILLO, MODESTO	5132 LIVE OAK STREET CUDAHY, CA 90201 UNITED STATES	(6/2013)
GRIFFIN, ROBERT	JOSEPH W. BELLUCK, BELLUCK & FOX, LLP 546 FIFTH AVENUE, 4TH FLOOR NEW YORK, NY 10036 UNITED STATES	Robert Griffin, Pltf. v. A.P. Services, Inc., Individually and as Successor-in-Interest to Argo Packing Company, et al., incl. Exide Technologies, Dfts., Case No. 190361/2012, Supreme Court of the State of New York, County of New York
GROS, HAILIE E	RANDOLPH A. PIEDRAHITA DUE PRICE GUIDRY PIEDRAHITA & ANDRES 8201 JEFFERSON HIGHWAY BATON ROUGE, LA 70809-1623 UNITED STATES	Randal Gros v. Richard C. Watkins, et al., Case No. 103571, Division D, 17th Judicial District Court, Lafouche County, Louisiana
HALE, GERALD	15509 AMBER DRIVE CRAIG, MO 64437 UNITED STATES	Canon Hollow (7/2013)
HAWKINS, ART	JOHN M. RICKEL RICKEL & BAUN (GROSSE POINTE FARMS) P. O. BOX 36200 GROSSE POINTE FARMS, MI 48236 UNITED STATES	Hawkins v. Exide Corporation, U.S.D.C. Eastern District of Michigan, Southern Division, File #99-73346 consolidated with: 00-71609
HERNANDEZ, ALMA, ET AL.	THE MANDELL LAW FIRM ROBERT J MANDELL, ESQ. AND LAURENCE H. MANDELL, ESQ. 19400 BUSINESS CENTER DRIVE, SUITE 102 NORTHRIDGE, CA 91324 UNITED STATES	Hernandez, Alma, et al. v. James R. Bolch, Phillip Damaska, Ed Mopas, John Hogarth, R. Paul Hirt, Jr., and Does 1 to 100 inclusive, Case No. BC567760, Superior Court of the State of California, County of Los Angeles, Central District
HERNANDEZ, ZACH	DANA B. TASCHNER 2029 CENTURY PARK EAST, SUITE 1400 LOS ANGELES, CA 90067 UNITED STATES	Zach Hernandez, in his individual capacity as representative of persons similarly situated vs. Exide Technologies & Does 1-100, Case No. BC506901, Los Angeles County - Superior Court, CA
HERRERA, ROBERT	MARK S. ALGORRI 25 E. UNION STREET PASADENA, CA 91103 UNITED STATES	Robert Herrera v. Exide Technologies and DOES 1-100, inclusive, Case No. BC511095, Los Angeles County - Superior Court, CA
HERRON, HERMAN J.	MEMPHIS DISTRICT OFFICE, EEOC 1407 UNION AVENUE, SUITE 901 MEMPHIS, TN 38104 UNITED STATES	Notice of Charge of Discrimination, EEOC, Charge No. 490-2014-02104
HONEYCOMB PRODUCTS	HONEYCOMB PRODUCTS JAMES P. WOGNUM, ESQ. 122 SOUTH MICHIGAN AVENUE SUITE 1290 CHICAGO, IL 60603-6107 UNITED STATES	Exide Technologies v. HPC Holding Corporation, f/l/a Honeycomb Products Corporation, U.S. Bankruptcy Court for the District of Delaware, Case No. 02-1125 (KJC), Adversary Proceeding Case No. 04-53273 (KJC)

EXIDE TECHNOLOGIES

RETAINED CAUSES OF ACTION

EXHIBIT 6.17-4 CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION

PARTY	ADDRESS	CAPTION OF SUIT, CASE NUMBER, AND JURISDICTION (IF APPLICABLE) / DISCRPTION
HOPKINS, HAKEEMAH, ET AL.	SANTILLI LAW GROUP 111 W. WASHINGTON STREET, SUITE 1240 CHICAGO, IL 60602 UNITED STATES	Hakeemah Hopkins, Bobby Boyd, Davien Cole, Jonathan White and Albert Atkins vs. Henry Schaefflein, Exide Technologies (Inc) and Davion Owens, Case No. 20131301354, Circuit Court of Cook County, Illinois, Municipal Department, First District
HUFF, DANA	3020 BLAKE ROAD VAN BUREN, AR 72956 UNITED STATES	Dana Huff v. Exide Technologies, Case No. 11-2249, US District Court for the Western District of Arkansas, Fort Smith Division
ILCO SITE REMEDIATION GROUP	CHRISTOPHER J. GIAIMO, ESQ. BAKER & HOSTETLER LLP 1050 CONNECTICUT AVE., N.W., SUITE 110 WASHINGTON, D.C. 20036 UNITED STATES	Any and all claims, causes of action, indemnifications, demands, or liabilities of every kind and nature whatsoever, including those arising under contract, statute, or common law, whether or not known or suspected against the ILCO Site Remediation Group and/or its members based upon, arising out of, related to, or by reason of any event, contract, cause, thing, act, statement, or omission
INTERIM PEDICKTOWN SITE GROUP	CHRISTOPHER J. GIAIMO, ESQ. BAKER & HOSTETLER LLP 1050 CONNECTICUT AVE., N.W., SUITE 110 WASHINGTON, D.C. 20036 UNITED STATES	Any and all claims, causes of action, indemnifications, demands, or liabilities of every kind and nature whatsoever, including those arising under contract, statute, or common law, whether or not known or suspected against the Interim Pedricktown Site Group and/or its members based upon, arising out of, related to, or by reason of any event, contract, cause, thing, act, statement, or omission
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 700	2914 MIDLAND BLVD. FT. SMITH, AR 72904 UNITED STATES	In re International Brotherhood of Electrical Workers, Local 700, Case No. 4-13, Arbitrator Under Collective Bargaining Agreement
JDI ASSOCIATES	JDI ASSOCIATES ROSS G. FINGOLD, ESQ. LEVY & DRONEY P.C. POND VIEW CORPORATE CENTER 74 BATTERSON PARK ROAD FARMINGTON, CT 6032 UNITED STATES	Exide Technologies v. JDI Associates, Inc., U.S. Bankruptcy Court for the District of Delaware, Case No. 02-1125 (KJC), Adversary Proceeding Case No. 04-53179 (KJC)
JOHN PFROMMER LLC	JOHN PFROMMER LLC MARK R. OWENS, ESQ. KLETT, ROONEY, LIEBER & SCHORLING 1000 WEST STREET, SUITE 1410 WILMINGTON, DE 19801 UNITED STATES	Exide Technologies v. John Pfrommer, LLC, a/k/a Pfrommer LLC, John, Case No. 02-1125 (KJC), U.S. Bankruptcy Court for the District of Delaware, Adversary Proceeding Case No. 04-53275 (KJC)
JOHNSON CONTROLS BATTERY GROUP, INC.	WILLIAM H. BREWSTER, C/O KILPATRICK TOWNSEND & STOCKTON, LLP 1100 PEACHTREE STREET, SUITE 2800 ATLANTA, GA 30309-4530 UNITED STATES	Exide Technologies vs. Johnson Controls Battery Group, Inc., Case No. 1:11-cv-03533-TCB, U.S. District Court of the Northern District of Georgia, Atlanta Division
JOHNSON, GWENDEL	DONALD M. FLACK, FLACK LAW OFFICE, P.C. 229 EAST FERGUSON AVENUE WOOD RIVER, IL 62095 UNITED STATES	Gwendel Johnson vs. Akzo Nobel Paints, LLC, etc., et al. including Exide Technologies, Case No. 11-L-1227, Circuit Court, Third Judicial Circuit (Madison County, Illinois)
JOHNSON, SHONDA	STEVEN A. DEBOSIER, ESQ. DUDLEY DEBOSIER INJURY LAWYERS 1075 GOVERNMENT STREET BATON ROUGE, LA 70802 UNITED STATES	Shonda Johnson vs. Marion Choate, Exide Corporation and Zurich American Insurance Co., Case No. 563845-A, 1st Judicial District Court, State of Louisiana, Parish of Caddo
JOHNSTON, COREY	5543 XANADU STREET DENVER, CO 80239 UNITED STATES	Denver Branch (5/2013)
KANOSKI, RICHARD & VIVIAN	RANDY L. GORI C/O GORI, JULIAN & ASSOCIATES, P.C. 156 N. MAIN ST. EDWARDSVILLE, IL 62025 UNITED STATES	Kanoski, Richard & Vivian vs. A.W. Chesterton, et al., incl. Exide, Case No. 13L1200, State of Illinois, Circuit Court of the Third Judicial Circuit, Madison County

EXIDE TECHNOLOGIES

RETAINED CAUSES OF ACTION

EXHIBIT 6.17-4 CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION

PARTY	ADDRESS	CAPTION OF SUIT, CASE NUMBER, AND JURISDICTION (IF APPLICABLE) / DISCRPTION
KEELER, LORYN	1099 CANARY AVENUE YORKVILLE, IL 60560 UNITED STATES	N/A, Case Number Charge No. 440 2013 00181, EEOC Chicago District Office - Charge No. 440 2013 00181
KEZELI, RICHARD	D. GISI LAW OFFICE OF LYLE D. GISI, INC. 1528 STARR DR., SUITE B YUBA CITY, CA 95993 UNITED STATES	Richard Kezeli vs. Exide Technologies, Zurich Insurance Company, Administered by Risk Enterprises Management, Ltd., and Does 1-20 Inclusive., Case No. ADJ7568770, Workers' Compensation Appeals Board of the State of California
KEZELI, RICHARD	619 LUNARDI WAY ROSEVILLE, CA 95678 UNITED STATES	Workers' Compensation Claim No. 7190209938, State of California
KIRBY, KERRY	SCOTT H. FRUGE, ESQ. DEGRAVELLES PALMINTIER, HOLTHANS & FRUGE, LLP 618 MAIN STREET BATON ROUGE, LA 70801-1900 UNITED STATES	Kerry Kirby and Lori Kirby, Individually and on behalf of their minor children, A. C. Kirby, Heidi Mayeaux, Kerry Kirby, Jr., and Hannah Kirby vs. Mike Ashford, Exide Technologies, Inc., formerly known as Exide Corporation, and/or Exide Corporation, Bosch Rexroth Corporation and/or The Rexroth Corporation and/or Mannesmann Rexroth Corporation and/or Rexroth Worldwide Hydraulics, and/or Rexroth Hydraulics, Inc., ABC Insurance Company, DEF Insurance Company GHI Insurance Company and JKL Insurance Company, Case No. 490624(J), Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana
KNOPF, TREVOR	WILLIAM B. FEDERMAN AND A. BROOKE MURPHY FEDERMAN & SHERWOOD 10205 N. PENNSYLVANIA AVE OAKLAHOMA CITY, OK 73120 UNITED STATES	Trevor Knopf, Individually and on Behalf of All Others Similarly Situated vs. Exide Technologies, James R. Bolch, Phillip A. Damaska, R. Paul Hirt, Jr., Michael Ostermann, Case No. CV13-3194, United States District Court, Central District of California
LANDSTAR INWAY, INC.	CLARK MONROE, C/O DUNBARMONROE, PA 270 TRACE COLONY PARK, STE. A RIDGELAND, MS 39157 UNITED STATES	Landstar Inway, Inc. vs. WTC Millennium, LP and Exide Technologies, Inc., Case No. 3:09cv524-HTW-LRA, United States District Court, Southern District of Mississippi
LANE VALENTI INDUSTRIES	855 L. CONHLIN FARMINGDALE, NY 11735 UNITED STATES	[Claim Number - 4640052537]
LANINI, JAKE	PAUL S. MCCAUSLAND YOUNG BOGLE MCCAUSLAND WELLS & BLANCHARD, P.A. 106 WEST DOUGLAS, SUITE 923 WICHITA, KS 67202-3392 UNITED STATES	Jake Lanini v. Exide Technologies, Case No. 11-CV-1322-MLB-KGG, US District Court for the District of Kansas, Wichita
LIEUPO, CHARLES A	JACKSON W. ADAMS JACKSON W. ADAMS, P.A. 33 EAST ROBINSON STREET, SUITE 206 ORLANDO, FL 32801 UNITED STATES	Lieupo, Charles A. vs. Simons Trucking, Inc., et al, incl. Exide, Case No. 2014CA000051, Hamilton County Circuit Court, State of Florida
LIGHTCAP, STEPHEN & JOANN	ELIOT PRESENT, ESQ. PAUL, REICH & MYERS P.C. 1608 WALNUT STREET, SUITE 500 PHILADELPHIA, PA 19103 UNITED STATES	Stephen M. and JoAnne Lightcap v. 84 Lumber, et al, Asbestos Case No. 384, In the Court of Common Pleas of Philadelphia County, Civil Section: Trial Division
LITTRUP, KIRK	GEORGE T. UNDERWOOD 5401 KINGSTON PIKE, SUITE 520B KNOXVILLE, TN 37919 UNITED STATES	Kirk Littrup vs. Exide Technologies, Inc., and Deb Struk, Case No. 2-580-11, Knox County Circuit Court, TN
LOPEZ, LEONARD	2750 CANTERBURY AVENUE ONTARIO, CA 91761 UNITED STATES	Leonard Lopez v. Arnold Engineering, et al. and Does 1 through 10, Inclusive, Case No. RIC 542039, Superior Court of California

EXIDE TECHNOLOGIES

RETAINED CAUSES OF ACTION

EXHIBIT 6.17-4 CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION

PARTY	ADDRESS	CAPTION OF SUIT, CASE NUMBER, AND JURISDICTION (IF APPLICABLE) / DISCRPTION
LOPEZ, THOMAS, ET AL.	THE MANDELL LAW FIRM ROBERT J MANDELL, ESQ. AND LAURENCE H. MANDELL, ESQ. 19400 BUSINESS CENTER DRIVE, SUITE 102 NORTHRIDGE, CA 91324 UNITED STATES	Lopez, Thomas, et al. v. James R. Bolch, Phillip Damaska, Ed Mopas, John Hogarth, R. Paul Hirt, Jr., and Does 1 to 100 inclusive, Case No. BC567512, Superior Court of the State of California, County of Los Angeles, Central District
LORITZ, DAVID M.	WILLIAM B. FEDERMAN AND A. BROOKE MURPHY FEDERMAN & SHERWOOD 10205 N. PENNSYLVANIA AVE OAKLAHOMA CITY, OK 73120 UNITED STATES	David M. Loritz, Individually and on Behalf of all Others Similarly Situated v. Exide Technologies, James R. Bolch, Phillip A. Damaska, R. Paul Hirt, Jr., Michael Ostermann, et al., Case No. CV13-02607-SVW, United States District Court for the Central District of California
LUJAN, JORGE	DAVID O. ALEGRIA, ESQ. MCCULLOUGH, WAREHEIM & LABUNKER, P.A. 1507 S.W. TOPEKA BLVD., P.O.BOX 1453 TOPEKA, KANSAS 66603 UNITED STATES	Jorge Lujan vs. Exide Technologies, Case No. 10-CV-4023, U. S. Dist. Court, Kansas District
MADER, ELMER	1623 KENSINGTON KANSAS CITY, MO 64127 UNITED STATES	In re Exide Technologies, Case No. 7-4120-12-051, DOL (OSHA)
MARTINEZ, CARLOS	3726 CRAWFORD STREET LOS ANGELES, CA 90011 UNITED STATES	(11/2014) (EPLI)
MATTES, DOUGLAS AND PAM	4206 SOUTH 62ND STREET OMAHA, NEBRASKA 68117 UNITED STATES	Any and all claims, causes of action, indemnifications, demands, or liabilities of every kind and nature whatsoever, including those arising under contract, statute, or common law, whether or not known or suspected against Douglas Mattes and Pam Mattes based upon, arising out of, related to, or by reason of any event, contract, cause, thing, act, statement, or omission
MCCALL, DONALD R.	DAVID A SZWAK SZWAK, BODENHEIMER, JONES & SZWAK 416 TRAVIS STREET, SUITE 1404 SHREVEPORT, LA 71101 UNITED STATES	Donald R. McCall v. Exide Technologies, Case No. 576803, Div. B, 1st Judicial District Court, Caddo Parish, Louisiana
MCDONALD, ELIZABETH	130 E. WASHINGTON STREET NORTH ATTLEBORO, MA 02760 UNITED STATES	Bennett, Robin, Adm. Estate of Jeanne Boyd v. Wesley Gaffney, et al., incl. Exide, Case No. 2014-03014-B, Suffolk County District Court, Commonwealth of Massachusetts
MILLER, EARNEST	1204 ROCKY HOLLOW RD JONESBORO, TN 37659 UNITED STATES	Earnest Miller vs. Exide Technologies, Inc., Case No. 2:10-CV-279, U.S. Dist.Court, E.D.TN (Greeneville)
MILLER, EDDIE	TRACI HARTLEY, ESQ. LARGE & ASSOCIATES 529 ALABAMA STREET BRISTOL, TN, 37620 UNITED STATES	Eddie Miller v. Exide Technologies, Case No. B0024365M, Sullivan County Chancery Court, Bristol, TN
MRE GROUP	JOHN J. LITTLE, C/O LITTLE PEDERSEN FANKHAUSER, LLP 901 MAIN STREET, SUITE 4110 DALLAS, TX 75202 UNITED STATES	In re Exide Technologies, Case No. 02-11125 (KJC), United States Bankruptcy Court for the District of Delaware
NESS, DAPHNE	RANDY L. GORI, C/O GORI, JULIAN & ASSOCIATES, P.C. 156 N. MAIN ST. EDWARDSVILLE, IL 62025 UNITED STATES	Daphne Ness vs. Abelconn, LLC, etc., et al. including Exide Technologies (Inc.), Case Number 13-L-587, Circuit Court, Third Judicial Circuit, Madison County, Illinois
NEVADA STATE CONTRACTORS BOARD	9670 GATEWAY DR., SUITE 100 RENO, NV 89521 UNITED STATES	Nevada State Contractors Board vs. Exide, et al., License No. 70750

EXIDE TECHNOLOGIES

RETAINED CAUSES OF ACTION

EXHIBIT 6.17-4 CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION

PARTY	ADDRESS	CAPTION OF SUIT, CASE NUMBER, AND JURISDICTION (IF APPLICABLE) / DISCRPTION
NL INDUSTRIES, INC.	CHRISTOPHER R. GIBSON, ESQ. ARCHER & GREINER ONE CENTENNIAL SQUARE HADDONFIELD, NJ 08033 UNITED STATES	Nl Industries, inc. v. Old Bridge Township, Exide Technologies, et al., Case No. 3:13-cv-03493-MAS-TJB, U.S.D.C. New Jersey
NL INDUSTRIES, INC.	C/O LAW OFFICES OF JOEL L HERZ 3573 E SUNRISE DR STE 215 TUCSON, AZ 85718	Any and all claims, causes of action, indemnifications, demands, or liabilities of every kind and nature whatsoever, including, but not limited to those arising under the NL Settlement Agreement dated, August 31, 1998, contract, statute, or common law, whether or not known or suspected against NL Industries based upon, arising out of, related to, or by reason of any event, contract, cause, thing, act, statement, or omission.
NUSSER, DENNIS	2611 AVENUE D COUNCIL BLUFFS, IA 50501 UNITED STATES	Dennis Nusser v. Exide Technologies, Case No. 32E-2012-00412, EEOC and Nebraska State Agency
O.M. IMPIANTI S.R.L.	O.M. IMPIANTI S.R.L. NEW BATTERY ENGINEERING S.R.L. VIA PAOLO VI 61/109 24058 ROMANO DI LOMBARDIA (B6) ITALY	Exide has claims against O.M. Impianti S.r.l. ("OMI") for breach of contract, poor materials and workmanship in connection with a contract for the purchase and installation of an advance formation system and finishing line for Exide's Salina, KS facility.
OKAMURA, ROY	1162 N. CHERRY WAY ANAHEIM, CA 92801 UNITED STATES	[Claim Number - 4620073000]
ONEAL, GARY	537 OLIVER STREET HAUGHTON, LA 71037 UNITED STATES	[Claim Number - 4720073068]
PACIFIC CHLORIDE, ANSELL HEALTHCARE PRODUCTS AND MULTIPLE INSURERS	PACIFIC CHLORIDE, ANSELL HEALTHCARE PRODUCTS AND MULTIPLE INSURERS KATHARINE MAYER, ESQ. MCCARTER & ENGLISH LLP RENAISSANCE CENTRE, 405 N. KING STREET, 8TH FLOOR WILMINGTON, DE 19801 UNITED STATES	Exide reserves the right to submit a claim for Future Building Costs related to the 2011 fire loss at the former Shreveport battery manufacturing facility, per the Settlement & Release Agreement dated March 20, 2015 between Exide Technologies, Pacific Chloride, Ansell Healthcare Products and multiple Insurers (as defined in the Settlement Agreement) and the other agreement referenced therein
PARMER, SADIE	JEFFREY J. WORLEY, ESQ. GIBBELL KRAYBILL & HESS, LLP 41 EAST ORANGE ST. LANCASTER, PA, 17602 UNITED STATES	Sadie Parmer v. Exide Technologies, et al., Case No. 5:11-CV-04616-JKG, US District Court for the Eastern District of Pennsylvania, Allentown
PATTERSON, JERALD	KAREN FREEMAN-WILSON, ESQ. FREEMAN-WILSON & LEWIS-SHANNON, LLC 700 JACKSON STREET GARY, IN 46402 UNITED STATES	[Claim Number - 4700088597]
PAUL, C. STEVE & QUINDARO A	ANTHONY B. RATIFF, ESQ. DONINGER TUOHY & BAILEY, LLB 50 SOUTH MERIDIAN STREET, SUITE 700 INDIANAPOLIS, IN 46204-3542 UNITED STATES	Paul, C. Steve & Quindaro A vs. Terry J. Wardrobe & Exide, Case No. 49D111501PL002911, Marion G Circuit Court, Indiana
PAYMENT CARD SETTLEMENT ADMINISTRATOR	PAYMENT CARD SETTLEMENT ADMINISTRATOR P.O. BOX 2530 PORTLAND, OR 97208-2530 UNITED STATES	Exide reserves its right to file a claim in the Payment Card Interchange Fee Settlement (Visa-Mastercard Settlement). (In Re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation, MDL No. 1720. (U.S. D.C., E.D. NY)
PEREZ, ENRIQUE	15752 WHITECUP WAY VICTORVILLE, CA 92394 UNITED STATES	Workers' Compensation Claim Number 7190216776, State of California
PEREZ, MARCO	11014 COOLHURST DRIVE WHITTIER, CA 90606 UNITED STATES	Workers' Compensation Claim Number 7190212824, State of California

EXIDE TECHNOLOGIES

RETAINED CAUSES OF ACTION

EXHIBIT 6.17-4 CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION

PARTY	ADDRESS	CAPTION OF SUIT, CASE NUMBER, AND JURISDICTION (IF APPLICABLE) / DISCRPTION
PINTO, NORMAN	JAMES A. NADDEO, ESQ. 207 EAST MARKET STREET P.O. BOX 552 CLEARFIELD, PA, 16830 UNITED STATES	Norman Pinto vs. Wal-Mart Stores, Inc., Exide Technologies, Case No. 2006-00888-CD, Court of Common Pleas of Clearfield County, PA, Civil Division
PLANK, BRADLEY	1770 S. U.S. HWY 231, SUITE 7 CRAWFORDSVILLE, IN 47933 UNITED STATES	In re Exide Technologies, Case No. 25-CA-031895, NLRB
PROGRESSIVE MOUNTAIN INSURANCE COMPANY, AS SUBROGEE OF EMIL DARLING	ANDY J. VANBRONKHORST KREIS ENDERLE HUDGINS & BORAS, P.C. 40 PEARL STREET, NW, 5TH FLOOR GRAND RAPIDS, MI 49503 UNITED STATES	Progressive Mountain Insurance Company, as subrogee of Emil Darling vs. Exide, Case No. GCE-131092, 67-4 District Court for the County of Genesee, State of Michigan
R.I.C.H, INC.	R.I.C.H, INC. DAVID S. GELLERT, ESQ. THE LIVINGSTON 1411 HAMILTON STREET ALLENTOWN, PA 18102 UNITED STATES	Exide Technologies v. R.I.C.H., Inc., U.S. Bankruptcy Court for the District of Delaware, Case No. 02-1125 (KJC), Adversary Proceeding Case No. 04-53262 (KJC)
RITCHIE, COREY	1490 BRAMLETT FORES TRAIL LAWRENCEVILLE, GA 30045 UNITED STATES	Decatur, GA (1/2014)
ROBINSON, MATTHEW E		[Claim Number - 4720068988]
RODRIGUEZ, JUAN	RYAN J KIWALA SIMMONS, BROWDER, GIANARIS, ANGELIDES & BARNERD, LLC 1 COURT STREET ALTON, IL 62002 UNITED STATES	Juan Rodriguez v. A.W. Chesterton Company, Exide Technologies, et al., Case No. 1222CC10382, St. Louis County Circuit Court, Missouri
RODRIGUEZ, JUAN, ET AL.	THE MANDELL LAW FIRM ROBERT J MANDELL, ESQ. AND LAURENCE H. MANDELL, ESQ. 19400 BUSINESS CENTER DRIVE, SUITE 102 NORTHRIDGE, CA 91324 UNITED STATES	Rodriguez, Juan, et al. v. James R. Bolch, Phillip Damaska, Ed Mopas, John Hogarth, R. Paul Hirt, Jr., and Does 1 to 100 inclusive, Case No. BC567758, Superior Court of the State of California, County of Los Angeles, Central District
RSR CORPORATION	C/O HOMER HINE, 2777 STEMMONS FREEWAY, SUITE 1800 DALLAS, TX 75207 UNITED STATES	In re Exide Technologies, Case No. 02-11125 (KJC), United States Bankruptcy Court for the District of Delaware
SAHLING, NEIL		[Claim Number - 4240032794]
SALAZAR, ELUID	8953 DRIFTWOOD RIVERSIDE, CA 92503 UNITED STATES	Workers' Compensation Claim No. 7190217918, State of California
SANCHEZ, MARTIN	460 WEST SCOTT ST. RIALTO, CA 92376 UNITED STATES	Workers' Compensation Claim No. 7190209537, State of California
SCHAFFER, ROB	1146 CREE STREET PHILADELPHIA, PA, 19148 UNITED STATES	[Claim Number - 4660127783]
SDA INC.	SDA INC. 7C BRICK PLANT ROAD SOUTH RIVER, NJ 8882 UNITED STATES	Exide has filed a Proof of Claim in the SDA Inc. a/k/a Strauss Discount Auto, Case No. 12-24415, U.S. Bankruptcy Court for New Jersey
SHEPPARD, HARRY L.	KENNETH A. CAMPBELL, JR. & P.O. BOX 1336 WALTERBORO, SC 29488 UNITED STATES	Harry L. Sheppard v. Tractor Supply Company and Exide Technologies, Inc., Case No. 2:11-cv-02372-RMG, United States District Court for the District of South Carolina, Charleston Division

EXIDE TECHNOLOGIES

RETAINED CAUSES OF ACTION

EXHIBIT 6.17-4 CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION

PARTY	ADDRESS	CAPTION OF SUIT, CASE NUMBER, AND JURISDICTION (IF APPLICABLE) / DISCRPTION
SIMONS TRUCKING, INC.	ATTN JUSTIN PHILIPP 920 SIMON DRIVE FARLEY, IA 52046 UNITED STATES	Any and all claims, causes of action, indemnifications, demands, or liabilities of every kind and nature whatsoever, including those arising under contract, statute, or common law, whether or not known or suspected against Simons Trucking, Inc. based upon, arising out of, related to, or by reason of any event, contract, cause, thing, act, statement, or omission.
SIQUE, APOLINARIO	306 N SAN ANTONIO AVE APT. 1 ONTARIO, CA 91762 UNITED STATES	Workers' Compensation Claim No. 7190210448, State of California
SIQUE, APOLINARIO	306 N SAN ANTONIO AVE APT. 1 ONTARIO, CA 91762 UNITED STATES	Workers' Compensation Claim No. 7190210667, State of California
SMITH, MARC	1728 ERIN AVE. UPLAND, CA 91784 UNITED STATES	Smith, Marc v. Kragen Auto Supply Co., incl. Exide Technologies
SNYDER, MONTY	SUSAN O. CROCHET ASSISTANT REGIONAL DIRECTOR NLRB REGION 15 600 S. MAESTRI PL. FL. 7 NEW ORLEANS, LA 70130 UNITED STATES	NLRB Case No. 15-CA-125301
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	BAYRON T. GILCHRIST, ESQ AND KURT WIESE, ESQ OFFICE OF THE GENERAL COUNSEL, SCAQMD 21865 COPLEY DRIVE DIAMOND BAR, CA 91765-0940 UNITED STATES	People of the State of California, ex rel South Coast Air Quality Management District v. Exide Technologies and DOES 1-50, Case No. BC533528, Superior Court of the State of California, County of Los Angeles
SPROLES, LARRY	RANDALL ESTES, ESTES LAW FIRM 11404 N. LAKE SHERWOOD, SUITE A BATON ROUGE, LA 70816 UNITED STATES	Larry Sproles vs. Exide Technologies, Inc. and Tyrone Perry, Case No. 3:12-CV-356, U.S. Dist. Court, M.D. LA
SQM/400	SQM/400 HERBERT C. BROADFOOT, II, ESQ. RAGSDALE, BEALS, HOOPER & SIEGLER, LLP 229 PEACHTREE STREET, NE SUITE 2400 ATLANTA, GA 30303 UNITED STATES	Exide Technologies v. SQM/400, Inc., Case No. 02-1125 (KJC), U.S. Bankruptcy Court for the District of Delaware, Adversary Proceeding Case No. 04-53187 (KJC)
SSI TECHNOLOGY INC.	SSI TECHNOLOGY INC. 1235 SPARTAN STREET MADISON HEIGHTS, MI 48071 UNITED STATES	Exide has filed a Proof of Claim in the SSI Technology, Inc. bankruptcy for \$963,186.66, Case No. 14-55306, U.S. Bankruptcy Court for the Eastern District of Michigan
STATE OF FLORIDA DEPARTMENT OF ENVIROMENTAL PROTECTION	13000 DEERFIELD PARKWAY, BLDG. 200 MILTON, GA 30004 UNITED STATES	State of Florida Department of Environmental Protection v. Exide Technologies, Case No. 009-CA-8387, Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida
STOGSDILL TILE CO.	STOGSDILL TILE CO. MICHAEL J. CHIERO, ESQ. THE STOGSDILL LAW FIRM 1776 S. NAPERVILLE ROAD, SUITE 202B WHEATON, IL 60189 UNITED STATES	Claims against Stogsdill Tile Company arising from Stogsdill's defective and faulty installation of flooring at Exide's facility located at 3639 Joy Road, Columbus, GA.
TAYLOR, DONALD	819 LEE ROAD 292 SMITHS STATION, AL 36877 UNITED STATES	

EXIDE TECHNOLOGIES

RETAINED CAUSES OF ACTION

EXHIBIT 6.17-4 CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION

PARTY	ADDRESS	CAPTION OF SUIT, CASE NUMBER, AND JURISDICTION (IF APPLICABLE) / DISRIPTION
TAYLOR, JOHN	MARK J. FELLMAN SUITE 1740, 400 ROBERT STREET NORTH ST. PAUL, MN 55101-2031 UNITED STATES	John Taylor v. 3M, et al, Minnesota Dept. of Labor and Industry, Workers' Compensation Division
TESLA MOTORS, INC.	3500 DEER CREEK ROAD PALO ALTO, CA 94304 UNITED STATES	Any and all claims, causes of action, indemnifications, demands, or liabilities of every kind and nature whatsoever, including those arising under contract, statute, or common law, whether or not known or suspected against Tesla Motors, Inc. based upon, arising out of, related to, or by reason of any event, contract, cause, thing, act, statement, or omission.
THE WATTLES COMPANY	CHRISTOPHER J. MAJOR, ESQ. MEISTER SEELIG & FEIN, LLP 140 EAST 45TH STREET, TWO GRAND CENTRAL TOWER NEW YORK, NY 10017 UNITED STATES	The Wattles Company, a Washington corporation, Plaintiff, v. Exide Technologies, Inc., a Delaware corporation, and Exide Corporation, a Delaware corporation, Defendants., Case No. 13-2-07695-6, Superior Court of the State of Washington for Pierce County
THOMAS, JOHN	C/O LAW OFFICES OF ROBERT WASHUTA PC ATTN ROBERT WASHUTA, ESQ 11 BROADWAY STE 615 NEW YORK, NY 10004 UNITED STATES	[Claim Number - 4510050360]
THOMAS, NORMA F/K/O NORMA TIRINO	LAW OFFICES OF ROBERT WASHUTA 11 BROADWAY, SUITE 615 NEW YORK, NY 10004 UNITED STATES	Norma Thomas f/k/a Norma Tirino, Plaintiff v. Rodney Elam, Exide Corporation, Ryder Truck Rental, Inc., Allstate New Jersey Property and Casualty Insurance Company and John Doe, Case No. L-1499 13, Superior Court of New Jersey Law Division - Union County
THORTON, GORDON	209 CORNELL COURT VILLA RICA, GA 30180 UNITED STATES	Gordon Thorton vs. Exide Technologies, Case No. 410-2012-05151, EEOC
TREVINO, JORGE AND TREVINO, KATHLEEN	3212 70TH COURT, EAST PALMETTO, FL 34221 UNITED STATES	Jorge Trevino, individually and Kathleen Trevino, individually, Plaintiffs, v. Joseph Green, Exide Technologies, Inc., a foregn corporation, U-Haul Center Bradenton, a Florida company, U-Haul International, Inc., a foreign corporation and A & A Trailer Hitch Center, Inc. Defendants., Case No. 11CA00526, Circuit Court of the Twelfth Judicial Circuit, in and for Manatee County, Florida
UNITED STATES OF AMERICA	WILLIAM E COONAN ASSISTANT U.S. ATTORNEY - FAIRVIEW HEIGHTS GENERALLY ADMITTED 9 EXECUTIVE DRIVE FAIRVIEW HEIGHTS, IL 62208-1344 UNITED STATES	USA v. NL Industries, et. al., Case No. 91-CV-578-JLF, U.S.D.C. Southern District of Illinois
UNKNOWN		[Claim Number - 4240032794]
UNKNOWN		[Claim Number - 4510077180]
UNKNOWN		[Claim Number - 4510050028]
US POSTAL SERVICE		[Claim Number - 4660065238]
VOLPERT, LARRY	9540 PARK LANE DES PLAINES, IL 60016 UNITED STATES	IT-Aurora (4/2013)
WARE DISPOSAL (FINANCIAL PACIFIC INSURANCE CO. SUBROGATION)	BOB SIMS SIMS & OCKEN 1899 EAST ROSEVILLE PARKWAY, SUITE 130 ROSEVILLE, CA 95661-7980 UNITED STATES	Financial Pacific Insurance Co. and Financial Pacific Insurance Group, Inc. v. Terra Select GmbH, Exide Technologies, et al, Case No. 30201400697132CUPOCJC, Superior Court of Orange County, Santa Ana, California
WESTFIELD INSURANCE A/S/O CHERRY CREEK SYSTEMS, INC.	TOD E. FITZKE ONE PARK CIRCLE WESTFIELD CENTER, OH 44521 UNITED STATES	Westfield Insurance a/s/o Cherry Creek Systems, Inc. vs. Kingstrom Group LLC; Front Range Wireless, Inc.; GNB Industrial Power, a dvision of Exide Technologies, Inc., Case No. 13cv1448, El Paso County District Court, Colorado

EXIDE TECHNOLOGIES

RETAINED CAUSES OF ACTION

EXHIBIT 6.17-4 CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION

PARTY	ADDRESS	CAPTION OF SUIT, CASE NUMBER, AND JURISDICTION (IF APPLICABLE) / DISCRPTION
WHITE, JONATHON	SANTILLI LAW GROUP 111 W. WASHINGTON STREET, SUITE 1240 CHICAGO, IL 60602 UNITED STATES	Hakeemah Hopkins, Bobby Boyd, Davien Cole, Jonathan White and Albert Atkins vs. Henry Schaefflein, Exide Technologies (Inc) and Davion Owens, Case No. 20131301354, Circuit Court of Cook County, Illinois, Municipal Department, First District
ZIMMERMAN, TAMERA L	TRACEY PIERCE 3501 FRENCH PARK DR., SUITE F EDMOND, OK 73034 UNITED STATES	[Claim Number - 4720068988]

Exhibit 6.17-5

Claims Related to Contracts and Leases

Unless otherwise released by the Plan, the Debtor expressly reserves the Causes of Action, based in whole or in part upon any and all contracts and leases to which the Debtor or Reorganized Debtor is a party or pursuant to which the Debtor or Reorganized Debtor has any rights whatsoever. The claims and Causes of Actions reserved include, without limitation, Causes of Action against vendors, suppliers of goods or services, or any other parties: (a) for overpayments, back charges, duplicate payments, improper holdbacks, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with the Debtor before the assumption or rejection, if applicable, of such contracts; (d) for payments, deposits, holdbacks, reserves, or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor, or other party; (e) for any liens, including mechanic's, artisan's, materialmen's, possessory, or statutory liens held by the Debtor; (f) counterclaims and defenses related to any contractual obligations; (g) any turnover actions arising under section 542 or 543 of the Bankruptcy Code; (h) for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claims; and (i) any accumulated service credits, both those that may apply to future vendor invoices and those from which the Debtor may be entitled to receive a refund. There is no schedule to this Exhibit 6.17-5.

Exhibit 6.17-6

Claims Related to Vendor Obligations

Unless otherwise released by the Plan, the Debtor expressly reserves all Causes of Action against or related to all vendors that owe or may in the future owe money or other obligations to the Debtor or the Reorganized Debtor, whether for unpaid invoices; unreturned, missing, or damaged inventory; indemnification; warranties; any turnover actions arising under section 542 or 543 of the Bankruptcy Code; or any other matter whatsoever. In order to protect the privacy of the Debtor's vendors, there is no schedule to this Exhibit 6.17-6.

Exhibit 6.17-7

Claims Related to Tax Credits and Refunds

Except as otherwise provided by the Plan, the Debtor expressly reserve all Causes of Action against or related to all taxing authorities that owe or that may in the future owe money to the Debtor or Reorganized Debtor. Furthermore, the Debtor expressly reserves all Causes of Action against or related to all taxing authorities who assert or may assert that the Debtor or Reorganized Debtor owe money to them. There is no schedule to this Exhibit 6.17-7.

Exhibit 6.17-8

Claims Related to Intellectual Property

Unless otherwise released by the Plan, the Debtor expressly reserves any Causes of Action for unfair competition, licensing or licensing agreements, interference with contract or potential business advantage, conversion, infringement of intellectual property, or other business tort claims. Nothing in the Plan or the Plan Supplement shall impair, enlarge, or in any way alter the equitable and legal rights, obligations, and defenses of the Debtor, the Reorganized Debtor, their affiliates or their subsidiaries regarding their intellectual property rights, and all rights with respect thereto are expressly reserved.

Notwithstanding the foregoing, any action or inaction by the Debtor, the Reorganized Debtor, their affiliates or their subsidiaries with respect to intellectual property rights shall not be used, invoked, or applied by any Person in any proceeding to serve as the basis to enlarge, diminish, or in any way alter or affect equitable and legal rights, obligations, and defenses including, without limitation, through the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, other estoppels (judicial, equitable, or otherwise), naked license, unreasonable delay in asserting rights, adequate remedy at law, or laches, in any dispute regarding the intellectual property rights of the Debtor, the Reorganized Debtor, their affiliates or their subsidiaries. There is no schedule to this Exhibit 6.17-8.

Exhibit 6.17-9

Claims Related to Customer Obligations

Unless otherwise released by the Plan, the Debtor expressly reserves all Causes of Action against or related to all customers that owe or may in the future owe money to the Debtor or the Reorganized Debtor, whether for unpaid invoices; unreturned, missing, or damaged inventory, warranties, or any other matter whatsoever. In order to protect the privacy of the Debtor's customers, there is no schedule to this Exhibit 6.17-9.

Exhibit 6.17-10

Claims Related to Environmental Matters

Except as otherwise provided by the Plan, the Debtor expressly reserves all Causes of Action against or related to all Entities or potentially responsible parties that owe or that may in the future owe money to the Debtor or Reorganized Debtor. Furthermore, the Debtor expressly reserves all Causes of Action against or related to all Entities or potentially responsible parties who assert or may assert that the Debtor or Reorganized Debtor owe money to them. There is no schedule to this Exhibit 6.17-10.

Exhibit 6.17-11

Claims Related to Lead Price Manipulation

Except as otherwise provided by the Plan, the Debtor expressly reserves all Causes of Action against or related to all Entities listed on this Exhibit 6.17-11 that owe or that may in the future owe money to the Debtor or Reorganized Debtor, whether for potential causes of action relating to any private antitrust action, price competition action, or similar action to the extent permitted by applicable law, whether the foregoing arises under United States law or the laws of foreign jurisdictions, for damages to the Debtor and/or its subsidiaries or affiliates resulting from alleged lead price manipulation or any other matter whatsoever. Furthermore, the Debtor expressly reserves all Causes of Action against or related to all Entities who assert or may assert that the Debtor or Reorganized Debtor owe money to them any lead price manipulation.

Exhibit 6.17-11**Claims Related to Lead Price Manipulation**

Adverse Party	Address
Glencore (UK) Ltd	Ivan Glasenberg CEO Glencore (UK) Ltd 50 Berkeley Street Westminster London, W1J 8HD United Kingdom
Glencore International AG	Ivan Glasenberg CEO Glencore International AG Baarerstattstrasse 3 Baar, CH-6340 Switzerland
Glencore Ltd. Inc.	Ivan Glasenberg CEO Glencore Ltd. Inc. 301 Tresser Boulevard Stamford, CT 06901
Glencore PLC,	Richard Marshall General Counsel Glencore PLC Baarerstattstrasse 3 Baar, CH-6340 Switzerland
Goldman Sachs International	Michael S. Sherwood Co-CEO Goldman Sachs International Peterborough Court 133 Fleet Street London, EC4A 2BB United Kingdom
GS Power Holdings LLC	Lloyd C. Blankfein CEO GS Power Holdings LLC 200 West Street New York, NY 10282
Henry Bath & Son, Ltd.	Henry Bath & Son, Ltd. Graham Hawkins Group General Manager 12 Princes Parade St. Nicholas Place Liverpool, L3 1DL UNITED KINGDOM
Henry Bath B.V.	Henry Bath B.V. Paul Fok EMEA General Manager Nieuwe Sluisweg 100 P.O.B. 59183 3008 PD Rotterdam NETHERLANDS

Adverse Party	Address
Henry Bath Singapore PTE Ltd.	Henry Bath Singapore PTE Ltd. Martin Kennewell General Manager Warehouse SB8 Sembawang Wharves 21 Deptford Road, 759990 SINGAPORE
Henry Bath, LLC	Henry Bath LLC Amanda England General Manager 2500-A Broening Highway Baltimore, MD 21234
Impala (Far East) Pte. Ltd.	Nicolas Konialidis CEO Impala (Far East) Ptd Ltd 1 Marina Boulevard #28-00 Singapore, 018989 Singapore
Impala Terminals (UK) Ltd.	Nicolas Konialidi CEO Impala Terminals (UK) Ltd. 5 Crown Rd. Quay W Buss Village Sunderland Tyne & Wear, SR5 2AS United Kingdom
Impala USA Inc.	Impala USA Inc. One Stamford Plaza 263 Tressler Boulevard, 16 th Floor Stamford, CT 06901
J. Aron & Company	Lloyd Blankfein CEO J. Aron & Company 200 West Street 29th Floor New York, NY 10282
Johnson Controls, Inc.	Johnson Controls, Inc. Alex A. Molinaroli, CEO 5757 N. Green Bay Ave. P.O. Box 591 Milwaukee, WI 53201
JPMorgan Chase & Co.	c/o Robert D. Wick Covington & Burling LLP One CityCenter 850 Tenth Street N.W. Washington, DC 20001
JPMorgan Securities plc	c/o Robert D. Wick Covington & Burling LLP One CityCenter 850 Tenth Street N.W. Washington, DC 20001

Adverse Party	Address
JPMorgan Ventures Energy Corp	c/o Robert D. Wick Covington & Burling LLP One CityCenter 850 Tenth Street N.W. Washington, DC 20001
MCEPF Metro I, Inc.	c/o National Registered Agents Inc. MCEPF Metro I Inc. 160 Greentree Dr. Ste. 101 Dover, DE 19904
Metro International Trade Services	Chris Wibbelman CEO & President Metro International Trade Services LLC 2500 Enterprise Drive Allen Park, MI 48101
Metro International Trade Services (Italia) S.r.l.	Chris Wibbelman CEO & President Metro International Trade Services (It) S.r.l. Via del Canale Piccolo 2 34121 Trieste, Italy
Metro International Trade Services (UK) Ltd.	Chris Wibbelman CEO & President Metro International Trade Services (UK) Ltd. c/o Metro Intern'l Trade Services LLC 2500 Enterprise Drive Allen Park, MI 48101
Mitsi Holdings	c/o Richard C. Pepperman II Sullivan & Cromwell LLP 125 Broad Street New York, NY 10004
NEMS (USA) Inc.	NEMS (USA) Inc. One Stamford Plaza 263 Tressler Boulevard, 16 th Floor Stamford, CT 06901
North European Marine Services Ltd.	Nicolas Konialidis CEO 5 Crown Rd. Quay W Buss Village Sunderland Tyne & Wear, SR5 2AS United Kingdom
Pacorini Depolama Lojistik Limited Sirkell	Burak Müsellim Country Manager Pacorini Depolama Lojistik Limited Sirkell c/o Pacorini Metals Italia S.r.l. Via Caboto 19/2 34147 Trieste, Italy
Pacorini Metals (Asia) Pte Ltd	Michael Goh Managing Director Pacorini Metals (Asia) Pte Ltd No. 438B Alexandra Road #08-01 Alexandra Technopark Singapore, 119968 Singapore

Adverse Party	Address
Pacorini Metals AG	Peter Marc Waszkis CEO Pacorini Metals AG Baarerstrasse 53/55 CH-6300 Zug, Switzerland
Pacorini Metals Iberica SAU	Fabio Salame-Cordova Managing Director Pacorini Metals Iberica SAU Calle Muntaner n° 322 1° 1a Barcelona, 08021 Spain
Pacorini Metals Italia S.r.l.	Sergio Garbin Manager of Metal's Piazza Pacorini Metals Italia S.r.l. Unita d'Italia 7 PO Box 1385 34121 Trieste, Italy
Pacorini Metals USA, LLC,	David Gast Commercial Manager Pacorini Metals USA LLC 2200 Broening Highway Suite 200 Batimore, MD 21224
Pacorini Metals Vlissingen BV	Duncan Holterman Office Manager Pacorini Metals Vlissingen BV Engelandweg 55 Port No. 1199 4389 PC Vlissingen-Oost, Netherlands
Red Kite Explorer Fund a/k/a RK Mine Financing Fund I, Ltd.	c/o Butterfield Fulcrum Rosebank Centre, 11 Bermudian Rd Pembroke, Bermuda HM 08
The Goldman Sachs Group, Inc.	Gregory K. Palm Esq. The Goldman Sachs Group Inc. 200 West Street New York, NY 10282
Trafigura AG	Trafigura AG One Stamford Plaza 263 Tressler Boulevard, 16 th Floor Stamford, CT 06901
Trafigura Beheer B.V.	Claude Dauphin CEO Trafigura Beheer B.V. 20th Floor ITO Tower Gustav Mahlerplein 102 Amsterdam, 1082 MA Netherlands

Exhibit 6.17-12

Claims Related to Current or Former Employee Matters

Unless otherwise released by the Plan, the Debtor expressly reserves all claims, defenses, cross claims, and counterclaims against or related to all current or former employees that are party to or that may in the future become party to any workers' compensation claims or actions, litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial. There is no schedule to this Exhibit 6.17-12.

Exhibit 6.17-13

Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code.

Except as otherwise provided by the Plan, the Debtor expressly reserves the Causes of Action against or related to all Entities for preferential payments related to any potential avoidance of prepetition transfers under sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code solely with respect to those parties specifically enumerated on this Exhibit 6.17-13. The Debtor expressly waives any potential avoidance of prepetition transfers under sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code with respect to any party not specifically enumerated on this Exhibit 6.17-13.

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
2100 AMNICOLA HWY HOLDINGS LLC	C/O COMMERCIAL ADVISORS ASSET SVCS 5101 WHEELIS DRIVE, STE 320 MEMPHIS, TN 38117 UNITED STATES
221 RECYCLING CENTER - CHESNEE	903 SOUTH ALABAMA AVENUE CHESNEE, SC 29323 UNITED STATES
5N PLUS FAIRFIELD INC.	515 COMMERCE DRIVE FAIRFIELD, CT 6825 UNITED STATES
5TH STREET AUTO PARTS, INC	3105 N 5TH ST PHILADELPHIA, PA 19133 UNITED STATES
A & H FORKLIFT INC.	8140 ALLPORT AVENUE SANTA FE SPRINGS, CA 90670 UNITED STATES
A & J AUTOMOTIVE WAREHOUSE INC.	11980 DIXIE REDFORD, MI 48239 UNITED STATES
A & R TELECOM - BELLFLOWER	9066 ROSECRANS AVE. BELLFLOWER, CA 90706 UNITED STATES
A B K CONSTRUCTORS INC	818 GREEN HILLS ROAD BIRDSBORO, PA 19508 8377 UNITED STATES
A MAX WELDING & IRON WORKS INC	1508 PERKIOMEN AVE READING, PA 19602 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
A1 ALLOYS/ABC METALS	724 CIVIC CENTER DR NATIONAL CITY, CA 91950 UNITED STATES
A-1 RECYCLING - RIVERDALE, CA	21282 S MARKS AVE RIVERDALE, CA 93656 UNITED STATES
ABC BATTERY DBA THE BATTERY GUY-	266 N STATE ST ELGIN, IL 60123 UNITED STATES
ABC MOBILE RECYCLING	87 AFTON PKWY PORTSMOUTH, VA 23702 UNITED STATES
ABC SCRAP METAL	6449 NORTH FREEWAY HOUSTON, TX 77076 UNITED STATES
ACCESS TCA INC. - WHITINSVILLE	1 MAIN STREET WHITINSVILLE, MA 1588 UNITED STATES
ACCUMA CORPORATION	P.O. BOX 890146 CHARLOTTE, NC 28289 UNITED STATES
ACCUMA SPA	SEDE LEGALE; VIA EUSTACHI 46-20129 MILANO, ITALY
ACL INC	PO BOX 27901 WEST ALLIS, WI 53227 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
ACS HR SOLUTIONS, LLC - PITTSBURGH	BOX 371143 C/O MELLON FINANCIAL GROUP PITTSBURGH, PA 15251 UNITED STATES
ADDENDA CORPORATION - INDIANAPOLIS	7218 RELIABLE PARKWAY CHICAGO, IL 60686 UNITED STATES
ADECCO EMPLOYMENT SERVICES	DEPT CH 14091 PALATINE, IL 60055 4091 UNITED STATES
ADT CORPORATION	1501 YAMATO RD. ATTN: DON MAILLOUX, DIRECTOR COST/REVENUE BOCA RATON, FL 33431 UNITED STATES
ADVANCE FILTER LLC	15335 ENDEAVOR DRIVE, SUITE 107 NOBLESVILLE, IN 46060 UNITED STATES
ADVANCED BATTERY SYSTEMS INC-CULVER CITY	56498 MESMER AVENUE CULVER CITY, CA 90230 UNITED STATES
ADVANCED INDUSTRIAL RESOURCES LLC	PO BOX 846 MARIETTA, GA 30061 UNITED STATES
ADVANTAGE PERSONNEL INC - BATON ROUGE	PO BOX 40415 11224 BOARDWALK DRIVE SUITE E1-1 BATON ROUGE, LA 70835 UNITED STATES
ADVANTAGE POWER BATTERY OF OKLAHOMA	312 N. ROCKWELL OKLAHOMA CITY, OK 73127 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
AECOM TECHNICAL SERVICE - MECHANICSBURG	1178 PAYSPPHERE CIRCLE CHICAGO, IL 60674 UNITED STATES
AERC INC. ALLENTOWN (JK)	ACCOUNTS RECEIVABLE 3 GOLD MINE RD., SUITE 106 FLANDERS, NJ 7836 UNITED STATES
AERO HOLDINGS INC.	5711 RESEARCH DR. CANTON, MI 48188 UNITED STATES
AEROTEK, INC.-ATLANTA	PO BOX 198531 ATLANTA, GA 30384 8531 UNITED STATES
AEROVIRONMENT, INC.	181 W. HUNTINGTON DRIVE MONROVIA, CA 91016 UNITED STATES
AHERN RENTALS	PO BOX 271390 LAS VEGAS, NV 89127 1390 UNITED STATES
AIDA DAYTON TECHNOLOGIES CORP	7660 CENTER POINT 70 BLVD. DAYTON, OH 45424 6365 UNITED STATES
AIM NATIONALEASE - GIRARD	1500 TRUMBULL ROAD GIRARD, OH 44420 UNITED STATES
AIR LIQUIDE AMERICA L.P. - CHICAGO	PO BOX 95198 CHICAGO, IL 60694-5198 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
AIR PRODUCTS & CHEMICALS	P.O. BOX 935430 ATLANTA, GA 31193 5430 UNITED STATES
AIRGAS	PO BOX 532609 ATLANTA, GA 30353 UNITED STATES
AIRGAS MID AMERICA, INC.	PO BOX 532609 ATLANTA, GA 30353 UNITED STATES
AIRGAS MID SOUTH INC	PO BOX 676015 DALLAS, TX 75267-6015 UNITED STATES
AIRGAS WEST	PO BOX 7423 PASADENA, CA 91109 7423 UNITED STATES
AIROLDI BROTHERS, INC - OAK CREEK	6930 S. 6TH STREET OAK CREEK, WI 53154 UNITED STATES
AK GO GREEN	7320 SILVERBIRCH ANCHORAGE, AK 99502 UNITED STATES
AKD PRINSEN VAN WIJMEN NV	PO BOX 4371 ROTTERDAM, 3006 AJ NETHERLANDS
ALABAMA DEPARTMENT OF REVENUE	P. O. BOX 327780 MONTGOMERY, AL 36132 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
ALCO IRON AND METAL	2140 DAVIS STREET SAN LEANDRO, CA 94577 UNITED STATES
ALL4 INC.	2393 KIMBERTON ROAD KIMBERTON, PA 19442 UNITED STATES
ALLEGHENY TOWING & SALVAGE COMPANY	475 POPLAR NECK ROAD BIRDSBORO, PA 19508 UNITED STATES
ALLEGHENY TRUCKING INC	PO BOX 203 BIRDSBORO, PA 19508 UNITED STATES
ALLEGRA PRINT & IMAGING	859 OAKTON STREET ELK GROVE, IL 60007 UNITED STATES
ALLIANT INSURANCE SERVICES, INC.	1120 SANCTUARY PKWY., SUITE 300 ALPHARETTA, GA 30009 UNITED STATES
ALLIED WASTE	PO BOX 9001099 LOUISVILLE, KY 40290-1099 UNITED STATES
ALLMARK DOOR COMPANY, LLC - ASTON	5 CROZERVILLE ROAD ASTON, PA 19014 UNITED STATES
ALMEDA AUTO PARTS	13625 ALMEDA RD HOUSTON, TX 77053 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
ALPHA PACKAGING INCORPORATED	PO BOX 847086 DALLAS, TX 75284-7086 UNITED STATES
ALSTAR RECYCLING - HOUSTON	10608 ALDINE WESTFIELD RD HOUSTON, TX 77093 UNITED STATES
ALTA ENVIRONMENTAL/WAS WINFIELD & ASSOC	3777 LONG BEACH BOULEVARD ANNEX BLDG LONG BEACH, CA 90807 UNITED STATES
ALUMINUM & CARBON PLUS, INC	PO BOX 347 ANNAPOLIS, MD 21401 UNITED STATES
AMEC ENVIRONMENT & INFRASTRUCTURE, INC.	24376 NETWORK PLACE CHICAGO, IL 60673 1376 UNITED STATES
AMERICAN AUTO SALVAGE & RECYCLING, INC.	516 S. SHELL ROAD DEBARY, FL 32713 UNITED STATES
AMERICAN BATTERY CORP-CO SPRINGS	2342 EAST PLATTE AVENUE COLORADO SPRINGS, CO 80909 UNITED STATES
AMERICAN BATTERY CORP-PUEBLO	2516 NORTH FREEWAY PUEBLO, CO 81003 UNITED STATES
AMERICAN BATTERY XCHANGE	1010 US HWY 80 E. MESQUITE, TX 75150 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
AMERICAN CRANE & EQUIPMENT CORP.	531 OLD SWEDE RD DOUGLASSVILLE, PA 19518 UNITED STATES
AMERICAN ELECTRIC COMPANY	PO BOX 978 COLUMBIA, MO 65205 UNITED STATES
AMERICAN RECYCLING-FORT WORTH	3717 NORTH COMMERCE FORT WORTH, TX 76106 UNITED STATES
AMERICAN SECURITY OF GREENVILLE, LLC	DEPT # 298, PO BOX 100199 COLUMBIA, SC 29202 UNITED STATES
AMERICAN STEEL PROCESSING	PO BOX 71 CORAOPOLIS, PA 15108 UNITED STATES
AMERICOLD LOGISTICS LLC - ATLANTA	10 GLENLAKE PKWY #800 ATTN: R ALEXANDER ATLANTA, GA 30328 UNITED STATES
AMERIGAS	PO BOX 660288 DALLAS, TX 75266 0288 UNITED STATES
AMERIQUEST MATERIAL HANDLING SERVICES-CO	457 HADDONFIELD ROAD, SUITE 220 CHERRY HILL, NJ 8002 UNITED STATES
AMETEK-PRESTOLITE POWER & SWITCH-PAOLI	LOCK BOX 8002 PO BOX 8500 PHILADELPHIA, PA 17178 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
AMETEK-PROCESS ANALYTICAL INSTRUMENTS	155 FREEPORT ROAD PITTSBURGH, PA 15238 UNITED STATES
ANDERSON MACHINE & SUPPLY- KANSAS	111 SOUTH MAIN SMOLAN, KS 67456 UNITED STATES
ANDREWS CONSULTING GROUP, INC - CHESHIRE	700 WEST JOHNSON AVE. CHESHIRE, CT 6410 UNITED STATES
ANTARES ANALYTICAL INC - AMSBURY	16 MASON CT AMESBURY, MA 1913 UNITED STATES
ANXEBUSINESS CORP.	PO BOX 77000 DEPT. 77007 DETROIT, MI 48277 UNITED STATES
API, INC	1270 NE DELTA SCHOOL ROAD LEES SUMMIT, MO 64064 UNITED STATES
APPLEBY	33 ATHOL STREET DOUGLAS, ISLE OF MAN, IM1 1LB UNITED KINGDOM
ARBILL INDUSTRIES INC	PO BOX 820542 PHILADELPHIA, PA 19182-0542 UNITED STATES
ARE BPD MUHLENBERG PARTNERS	PO BOX 4009 READING, PA 19606 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
A-RENTAL SERVICE CORPORATION - POB 2375	PO BOX 2375 MUNCIE, IN 47302 UNITED STATES
ARIZONA BATTERY PRODUCTS, INC.	3411 E CORONA AVE., SUITE 103 PHOENIX, AZ 85040 UNITED STATES
ARIZONA DEPARTMENT OF REVENUE	SALES TAX P.O. BOX 29010 PHOENIX, AZ 85038 9010 UNITED STATES
ARNEL COMPRESSOR CO	114 NORTH SUNSET AVENUE INDUSTRY, CA 91744 UNITED STATES
ARNOLD FAMILY CORONA, LLC, THE	24332 SANTA CLARA AVE. DANA POINT, CA 92629 UNITED STATES
ASHTABULA RUBBER COMPANY	PO BOX 398 ASHTABULA, OH 44005-0398 UNITED STATES
ASSET HEALTH, INC.	2150 BUTTERFIELD DRIVE, SUITE 130 TROY, MI 48084 UNITED STATES
ASSOCIATION OF BATTERY RECYCLERS INC	ROSS JINRIGHT GIBSON & CARDEN, LLC PO BOX 667 TROY, AL 36081 UNITED STATES
ASTRO MACHINE WORKS INC	P O BOX 328 EPHRATA, PA 17522 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
AT & T MOBILITY	PO BOX 6463 CAROL STREAM, IL 60197 UNITED STATES
ATLANTA JUNIOR GOLF ASSOCIATION	1980 SPORTS CLUB DRIVE BRASELTON, GA 30517 UNITED STATES
ATLAS COPCO COMPRESSORS	75 REMITTANCE DR,STE 3009 CHICAGO, IL 60675 UNITED STATES
ATLAS LIFT TRUCK	5050 RIVER ROAD SCHILLER PARK, IL 60176 UNITED STATES
ATLAS SAN ANTONIO 1, LP	DEPT 1001 PO BOX 650850 DALLAS, TX 75265 0850 UNITED STATES
ATTLIN CONSTRUCTION,INC.	PO BOX 2566 MUNCIE, IN 47307 UNITED STATES
AUL PIPE TUBING & STEEL - LOS ANGELES	2701 BONNIE BEACH PLACE LOS ANGELES, CA 90058 UNITED STATES
AUTODESK, INC.	111 MCINNIS PARKWAY SAN RAFAEL, CA 94903 UNITED STATES
AUTOMATIONDIRECT.COM INC.	PO BOX 402417 ATLANTA, GA 30384 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
AXMEN	7655 HIGHWAY 10 WEST MISSOULA, MT 59808 UNITED STATES
B & B AUTO SUPPLY COMPANY	2140 NW QUIMBY PORTLAND, OR 97210 UNITED STATES
B C MACDONALD & CO	1265 RESEARCH BLVD ST LOUISO, MO 63132 UNITED STATES
B.C.A. EXPRESS CO., LTD	3794 LIBBEY RD. PERRYSBURG, OH 43551 UNITED STATES
BAGHOUSE & INDUSTRIAL SHEET METAL SERVICE	1731 POMONA ROAD CORONA, CA 92880-6963 UNITED STATES
BAILEY CO INC.	PO BOX 202688 DALLAS, TX 75320 2688 UNITED STATES
BAIRD CORPORATION - ATLANTA	PO BOX 101132 ATLANTA, GA 30392 UNITED STATES
BAKER & DANIELS	300 N MERIDIAN ST SUITE 2700 INDIANAPOLIS, IN 46204 UNITED STATES
BARBARA KRENZEL TRUSTEE OF THE KRENZEL	809 LAS RIENDAS DRIVE FULLERTON, CA 92835 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
BARKER STREET WAREHOUSE - EL DORADO	3980 JUNCTION CITY HWY. EL DORADO, AR 71730 UNITED STATES
BARNES GROUP INC,- PALATINE	DEPT CH 14079 PALATINE, IL 60055 UNITED STATES
BARR ENGINEERING CO.	ATTN: ACCOUNTS RECEIVABLE 4700 WEST 77TH STEEET MINNEAPOLIS, MN 55437 UNITED STATES
BARRELSOURCE- KANSAS	2113 NORTHWOOD SALINA, KS 67401 UNITED STATES
BATTERIES INC	PO BOX 181 REISTERSTOWN, MD 21136 UNITED STATES
BATTERIES NORTHWEST	2725 PORTLAND ROAD NE SALEM, OR 97303 UNITED STATES
BATTERIES U.S.A. INC.	BATTERIES U.S.A. INC ONE INDUSTRIAL ST. SAN FRANCISCO, CA 94124 UNITED STATES
BATTERIES UNLIMITED	1129 SOUTH QUINTARD AVE. ANNISTON, AL 36201 UNITED STATES
BATTERY BUDDY	3514 ROSSVILLE BLVD. CHATTANOOGA, TN 37407 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
BATTERY CHARGE LLC	4602 JEFFERSON DAVIS HWY FREDERICKSBURG, VA 22408 UNITED STATES
BATTERY CONNECTIONS PLUS OF JAX LLC	5105 PHILLIPS HWY, SUITE 301 JACKSONVILLE, FL 32207 UNITED STATES
BATTERY EMPIRE 2 - SCHRIEVER	1945 BULLRUN ROAD SCHRIEVER, LA 70395 UNITED STATES
BATTERY HANDLING SYSTEMS	DEPT NO 23528 PO BOX 790100 ST LOUIS, MO 63179-0100 UNITED STATES
BATTERY LEADER SYSTEMS	12390 HWY 319 N THOMASVILLE, GA 31757 UNITED STATES
BATTERY OUTFITTERS. INC - GOLDEN	PO BOX 215 GOLDEN, MO 65658 UNITED STATES
BATTERY POWER - LEESBURG	101 W. NORTH BLVD. HWY 441 LEESBURG, FL 34748 UNITED STATES
BATTERY RECYCLERS OF AMERICA, LLC	4316 SOMERVILLE AVE DALLAS, TX 75206 UNITED STATES
BATTERY RECYCLING COMPANY, THE	PO BOX 1016 ARECIBO, 613 PUERTO RICO

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
BATTERY SHOP	10720 CO. RD. 51 COLLINSVILLE, AL 35961 UNITED STATES
BATTERY SHOP, THE	DBA/THE BATTERY SHOP 8601 CF HAWN FREEWAY DALLAS, TX 75217 UNITED STATES
BATTERY SOLUTIONS	411 INDUSTRIAL ROAD UNIT #12 LONDON, ON N5V 3L3 CANADA
BATTERY SPECIALISTS - OAKLAND	PO BOX 8472 EMERYVILLE, CA 94662 UNITED STATES
BATTERY SQUARE	936 NE 62ND STREET OAKLAND PARK, FL 33334 UNITED STATES
BATTERY STATION, THE - SUN VALLEY	9013 SUNLAND BLVD. SUN VALLEY, CA 91352 UNITED STATES
BATTERY SYSTEMS LLC - LONG BEACH	PO BOX 90906 LONG BEACH, CA 90809 0906 UNITED STATES
BATTERY TECH INC.	10727 BIRCH CT. THORNTON, CO 80233 UNITED STATES
BATTERY TERMINAL, INC., THE	3836 WINCHESTER ASHLAND, KY 41101 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
BATTERY TREE INC.	1309 SOUTH PARK DR. PO BOX 427 KERNERSVILLE, NC 27284 UNITED STATES
BATTERY USA	1840 S. COMBEE ROAD LAKELAND, FL 33801 UNITED STATES
BATTERY USA	1840 SOUTH COMBEE ROAD LAKELAND, FL 33801 UNITED STATES
BATTERY USA	524 MID FLORIDA DRIVE ORLANDO, FL 32824 UNITED STATES
BATTERY USA	6620 19TH ST. E, UNIT 112 SARASOTA, FL 34243 UNITED STATES
BATTLIFE	740 S DEERFIELD AVE DEERFIELD, FL 33441 UNITED STATES
BDC, INC. - HAZELWOOD	436 ANGLUM ROAD HAZELWOOD, MO 63042 UNITED STATES
BELCAN SERVICES GROUP LTD. PARTNERSHIP	LOCK BOX 771428, 1428 SOLUTIONS CENTER CHICAGO, IL 60677 1004 UNITED STATES
BELL PROCESSING INC	PO BOX 2604 WICHITA FALLS, TX 76307 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
BENEVA GROUP, THE	MANAGEMENT RECRUITERS OF SARASOTA 7202 BENEVA ROAD SARASOTA, FL 34238 UNITED STATES
BENNING POWER ELECTRONICS, INC.	1220 PRESIDENTIAL DRIVE SUITE 100 RICHARDSON, TX 75081 2435 UNITED STATES
BENNINGTON OIL CO., INC - MINNEAPOLIS	108 W 2ND MINNEAPOLIS, KS 67467 UNITED STATES
BEN'S GLOBAL RECYCLING INC.	368C SOUTH BLUFF CITY BLVD ELGIN, IL 60120 UNITED STATES
BENSON ROAD PROPERTIES	2709 S 4TH AVE SIOUX FALLS, SD 57105 UNITED STATES
BENTLEY TRUCK SERVICES	307 HERON DRIVE LOGAN TWP., NJ 8085 UNITED STATES
BERNVILLE QUALITY FUELS, INC-READING	P.O.BOX 10818 ALBANY, NY 12201 UNITED STATES
BERTELKAMP AUTOMATION INC	P O BOX 11488 KNOXVILLE, TN 37939-1488 UNITED STATES
BEST RECYCLING SERVICE, INC	5835 PLUNKETT ST HOLLYWOOD, FL 33023 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
BFR BATTERY SEPARATOR CO., LTD.	BAODING FENGFAN RISING BATTERY SEPARATOR CO., LTD. 299, LONGXING WEST ROAD BAODING, HEBEI CHINA
BHA GROUP, INC. - CHICAGO	13490 COLLECTIONS CENTER DR. CHICAGO, IL 60693 UNITED STATES
BILLTRUST - HAMILTON	100 AMERICAN METRO BOULEVARD, SUITE 150 HAMILTON, NJ 08619 2319 UNITED STATES
BITRODE CORPORATION	1642 MANUFACTURER'S DRIVE FENTON, MO 63026 UNITED STATES
BJERKAN & CO	9074 PARKHILL PO BOX 15224 SHAWNEE MISSION, KS 66285 UNITED STATES
BLACK HILLS ENERGY	PO BOX 6001 RAPID CITY, SD 57709 6001 UNITED STATES
BLACKLINE SYSTEMS INC.	DEPT. LA 23816 PASADENA, CA 91185 3816 UNITED STATES
BLADT, DON	104 KNOLL TOP MANOR - SUMMIT BY THE LAKE SCRANTON, PA 18505 UNITED STATES
BLAKE ALEXANDER RACING LLC/WAS ALEXANDER	316 CRAFTS FORD CT. WIRTZ, VA 24184 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
B-LINE FILTER & SUPPLY, INC.	1509 W 2ND ODESSA, TX 79763 UNITED STATES
BLUFF CITY METAL RECYCLING	980 BLUFF CITY BLVD ELGIN, IL 60120 UNITED STATES
BOHNHOFF LUMBER COMPANY	3411 EAST 26TH STREET LOS ANGELES, CA 90023 UNITED STATES
BONELLI EREDE PAPPALARDO	VIA BAROZZI,1 MILANO, 20122 ITALY
BOSCHERT EQUIPMENT CO- NORTH KANSAS CITY	PO BOX 34793 1986 LINN STREET NORTH KANSAS CITY, MO 64116 UNITED STATES
BOSTON CORE SUPPLY INC	273LENOX STREET NORWOOD, MA 2062 UNITED STATES
BRANDENBURG INDUSTRIAL SERVICE CO	501 WEST LAKE STREET - SUITE 104 ELMHURST, IL 60126-1419 UNITED STATES
BRASS EXCHANGE, THE LLC	189 COBB PARKWAY NORTH, SUITE A-8 MARIETTA, GA 30062 UNITED STATES
BRE IPH	C/O BRE/US INDUSTRIAL PROPERTIES LLC LOCKBOX 774735 4735 SOLUTIONS CENTER CHICAGO, IL 60677 4007 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
BREHOB CORPORATION	PO BOX 2023 INDIANAPOLIS, IN 46206 2023 UNITED STATES
BRENNER RECYCLING	282 SOUTH WYOMING STREET HAZLETON, PA 18201 UNITED STATES
BRENNTAG NORTHEAST INC	P O BOX 62111 BALTIMORE, MD 21264 UNITED STATES
BRENT ASTON	22210 TEHAMA RD APPLE VALLEY, CA 92308 UNITED STATES
BRENTWOOD INDUSTRIES,INC	610 MORGANTOWN ROAD (19611) P. O. BOX 605 READING, PA 19603 UNITED STATES
BRETT DERR - FOREST CITY	27079 HWY 111 FOREST CITY, MO 64451 UNITED STATES
BRIDGEPORT IRON AND METAL	PO BOX 308 BRIDGEPORT, TX 76426 UNITED STATES
BRIOHN LEASING CO	3885 N BROOKFIELD RD,STE 200 BROOKFIELD, WI 53045 UNITED STATES
BROWN ENGINEERING CO	PO BOX 14355 READING, PA 19612 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
BROWN INDUSTRIES INC	P.O. BOX 2143 DALTON, GA 30722 2143 UNITED STATES
BROWN TRUCK LEASING CORP - DES MOINES	2525 E. EUCLID AVE., STE 214 DES MOINES, IA 50317 UNITED STATES
BRUCE & BOY'S ENTERPRISE	2208 PACIFIC HWY. E. TACOMA, WA 98424 UNITED STATES
BRYAN CAVE LLP	PO BOX 503089 ST LOUIS, MO 63150 3089 UNITED STATES
BUDGET BATTERIES	7900 PACIFIC HWY EAST MILTON, WA 98354 UNITED STATES
BUDGET BATTERY EXCHANGE - KANSAS CITY	2422 S 51 STREET KANSAS CITY, KS 66106 UNITED STATES
BUFFALO MATERIAL HANDLING CORP.	125 TAYLOR DRIVE DEPEW, NY 14043 UNITED STATES
BUGLE FORKLIFT SALES & RENTALS LTD.	105, 4919-72 AVE. S.E. CALGARY, AB T2C 3H3 CANADA
BURKHART REFRACTORY INSTL INC	301 BEAGLE ROAD BETHEL, PA 19507 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
BUTLER TOOL INC.	P.O. BOX 71302 CHICAGO, IL 60694 1302 UNITED STATES
BUTTS, ROBERT & PATRICIA	5 PINWOOD DRIVE LAFLIN, PA 18702 UNITED STATES
BUZZ OATES EL PASO LLC	8615 ELDER CREEK RD, STE 200 SACRAMENTO, CA 95828 UNITED STATES
BUZZI UNICEM USA-CHICAGO	15293 COLLECTIONS CENTER DR. CHICAGO, IL 60693 UNITED STATES
C & M RECYCLING - N. CHICAGO	1600 MORROW AVE. NORTH CHICAGO, IL 60064 UNITED STATES
C & W LEASING CORP - ABILENE	PO BOX 929 ABILENE, TX 79604 UNITED STATES
C H ROBINSON INTERNATIONAL	PO BOX 9121 MINNEAPOLIS, MN 55480 9121 UNITED STATES
C&S WHOLESALE GROCERS, INC.	ATTN:TODD RAYMOND FACILITIES MAINTENANCE 7 CORPORATE DRIVE KEENE, NH 3431 UNITED STATES
C.B.M. TRADING, INC.	601 AYERS PROGRESS DRIVE WILTON, IA 52778 UNITED STATES

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RETAINED CAUSES OF ACTION

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THIRD PARTY	ADDRESS
CAL SCIENCE ENVIRONMENTAL	19433 E. WALNUT DRIVE SOUTH CITY OF INDUSTRY, CA 91748 2316 UNITED STATES
CALICO PRECISION MOLDING	PO BOX 8006 FORT WAYNE, IN 46898 UNITED STATES
CALIFORNIA NEWSPAPER SERVICE BUREAU	PO BOX 54026 LOS ANGELES, CA 90054 0026 UNITED STATES
CALIFORNIA STATE BOARD OF EQUALIZATION	PO BOX 942879 SACRAMENTO, CA 94291-8012 UNITED STATES
CALLABRESI HEATING COOLING	AIR SYSTEM CLEANING 1311 ARMORY RD SALINA, KS 67401 UNITED STATES
CAL-WEST EXPRESS CO.,LTD	17923 S. SANTA FE AVE. RANCHO DOMINGUEZ, CA 90221 UNITED STATES
CANMAN RECYCLING, INC.	614 STANFIELD AVE. CHEYENNE, WY 82007 UNITED STATES
CANNON LOAD BANKS - PALMETTO	502 PARK STREET PALMETTO, GA 30268 UNITED STATES
CAPE FEAR PICK-N-PULL	P.O. BOX 2139 WILMINGTON, NC 28402 UNITED STATES

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RETAINED CAUSES OF ACTION

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THIRD PARTY	ADDRESS
CAPITAL CONTRACTORS, INC - HUNTINGTON ST	25049 NETWORK PLACE CHICAGO, IL 60673 1250 UNITED STATES
CAPITAL SCRAP METAL	1410 SOUTH POWERLINE RD. DEERFIELD BEACH, FL 33442 UNITED STATES
CAPPLUGS	3012 MOMENTUM PLACE CHICAGO, IL 60689 5330 UNITED STATES
CAPP INC	PO BOX 127 CLIFTON HEIGHTS, PA 19018-0127 UNITED STATES
CARCO RENTALS, INC - FORT SMITH	2905 NORTH 32ND STREET FORT SMITH, AR 72904 UNITED STATES
CARDLOCK FUELS	PO BOX 14014 ORANGE, CA 92863-4014 UNITED STATES
CARLSON TOOL & MANUFACTURING	WEST 57 N14386 DOERR WAY PO BOX 85 CEDARBURG, WI 53012 UNITED STATES
CARMEUSE LIME	PO BOX 712604-DEPT 1 CINCINNATI, OH 45271 UNITED STATES
CAROLINA COMMERCIAL HOLDINGS	PO BOX 188, ATTN: GENE WARR LAMAR, SC 29069 UNITED STATES

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Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
CASCADES ENVIROPAC TORONTO	1925 WILLIAMS PARKWY, UNIT 1 & 2 DIVISION OF CASCADES CANADA INC BRAMPTON, ON L6S 2M3 CANADA
CASH FLOW ENHANCEMENT GROUP SOUTH, INC	5490 MCGINNIS FERRY RD, STE 220 ALPHARETTA, GA 30005 UNITED STATES
CASHBOOK LIMITED - IRELAND	SAI HOUSE NATIONAL TECHNOLOGY PARK LIMERICK IRELAND
CASTREN & SNELLMAN ATTORNEYS LTD.	PO BOX 233, (ETELAESPLANADI 14) HELSINKI, FI 00131 FINLAND
CBH TRUCKING INC	5615 US HWY 64 FARMINGTON, NM 87401 UNITED STATES
CCA FINANCIAL, LLC	PO BOX 758760 BALTIMORE, MD 21275 8760 UNITED STATES
CED	PO BOX 2259 SHAWNEE MISSION, KS 66202 UNITED STATES
CEDERQUIST	PO BOX 160 SE-111 STOCKHOLM, 111 96 SWEDEN
CELL GROUP	483 CALLE ALGAROBO, URB. CIUDAD JARDIN #3 TOA ALTA, PR 953 UNITED STATES

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Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
CEMTEK ENVIRONMENTAL, INC-SANTA ANA	3041 S. ORANGE AVENUE SANTA ANA, CA 92707 UNITED STATES
CENTRAL INDUSTRIAL CONTRACTORS, INC-MAIO	1000 N. PARK AVE. MARION, IN 46952 UNITED STATES
CENTRAL POWER SYSTEMS & SERVICES INC.	9200 LIBERTY DRIVE LIBERTY, MO 64068 UNITED STATES
CENTRAL TRANSPORTATION SYSTEMS	4105 RIO BRAVO, SUITE 100 EL PASO, TX 79902 UNITED STATES
CENTRIFUGAL CASTING CO	136 E WALKER STREET MILWAUKEE, WI 53204 UNITED STATES
CENTURY FASTENERS CORP - ELMHURST	50-20 IRELAND ST. ELMHURST, NY 11373 UNITED STATES
CERNEJOVA & HRBEK	KYCERSKEHO 7 BRATISLAVA SLAVIK REPUBLIC, 81105
CHAMPION CHISEL WORKS, INC - ROCK FALLS	804 EAST 18TH STREET ROCK FALLS, IL 61071 UNITED STATES
CHEM STATION SOUTHEAST - COLUMBUS	3151 WILLIAMS ROAD COLUMBUS, GA 31909 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
CHEM-AQUA - DALLAS	23261 NETWORK PLACE CHICAGO, IL 60673 UNITED STATES
CHEMETALL US, INC - OAKITE PRODUCTS INC	22040 NETWORK PLACE CHICAGO, IL 60673 UNITED STATES
CHEMICAL WASTEMANAGEMENT-DALLAS	PO BOX 660345 DALLAS, TX 75266 UNITED STATES
CHEM-LAB INCORPORATED	4302 WHEELER AVENUE FORT SMITH, AR 72901 UNITED STATES
CHEMTRON CORP- ST CHARLES	3500 HARRY S TRUMAN BLVD. SAINT CHARLES, MO 63301 UNITED STATES
CHRISTOPHER D. TOWNSEND	2661 LAURETCREST STREET MEMPHIS, TN 38133 UNITED STATES
CIGNA	DEPT LA 21011 PASADENA, CA 91185-1011 UNITED STATES
CIGNA HEALTHCARE INC	PO BOX 644546 PITTSBURGH, PA 644546 UNITED STATES
CIMCO RESOURCES, INC	PO BOX 15427 LOVES PARK, IL 61132 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
CIT KENWORTH	702 THOMAS DRIVE BENSENVILLE, IL 60106 UNITED STATES
CIT KENWORTH CHICAGO	4040 MOUND ROAD JOLIET, IL 60436 UNITED STATES
CIT-CHICAGO	8300 SPRINGLAKE DR MOKENA, IL 60448 UNITED STATES
CITY BEVERAGE - CHICAGO	4841 S CALIFORNIA AVE CHICAGO, IL 60632 UNITED STATES
CITY OF FRISCO	CITY OF FRISCO P.O. BOX 1100,6891 MAIN STREET FRISCO, TX 75034 UNITED STATES
CITY RECYCLING	836 N PRESTON ST SAN BERNARDINO, CA 92410 UNITED STATES
CK KLEIN MACFARLANE, LTD - CHARLOTTE	PO BOX 60233 CHARLOTTE, NC 28260 UNITED STATES
CLARK'S TOOL - CLAYCOMO	74 E 69 HIGHWAY KANSAS CITY, MO 64119 UNITED STATES
CLEVELAND CORPORATION	400 N. GREEN BAY ROAD ZION, IL 60099 UNITED STATES

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RETAINED CAUSES OF ACTION

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THIRD PARTY	ADDRESS
CLINTON COUNTY TREASURER	220 COURT HOUSE SQUARE FRANKFORT, IN 46041 UNITED STATES
CLOUDTRIGGER LLC	760 GARDEN VIEW COURT SUITE 220 ENCINITAS, CA 92024 UNITED STATES
CLUB CAR	PO BOX 204658 AUGUSTA, GA 30917 UNITED STATES
CLUB CAR	4840 MARK IV PARKWAY FORT WORTH, TX 76106 UNITED STATES
CLUB CAR	72 GRAYS BRIDGE ROAD BROOKFIELD, CT 6804 UNITED STATES
CLUB CAR	2220 RAILROAD CORONA, CA 92880 UNITED STATES
CLUB CAR	2220 RAILROAD CORONA, CA 92880 UNITED STATES
CLUB CAR INC	3375 ALL AMERICAN BLVD ORLANDO, FL 32810 UNITED STATES
CMB NETWORK LLC	3085 FOUNTAINSIDE DRIVE SUITE # 210 GERMANTOWN, TN 38138 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
CMI INTERNATIONAL, INC - ALPHARETTA	4080 MCGINNIS FERRY RD, STE 304 ALPHARETTA, GA 30005 UNITED STATES
CMP - MANCHESTER	UNIT 2 PISCES MOSLEY ROAD TRAFORD PARK MANCHESTER, M17 1PF UNITED KINGDOM
CMRS-TMS	PO BOX 7247-0217 PHILADELPHIA, PA 19170-0217 UNITED STATES
COLE PARMER INSTRUMENT	13927 COLLECTIONS CENTER DR. CHICAGO, IL 60693 UNITED STATES
COLLIERS ARNOLD COMMERCIAL REAL ESTATE	C/O COLLIERS ARNOLD CLEARWATER 311 PARK PLACE BLVD - SUITE 600 CLEARWATER, FL 33759 UNITED STATES
COLORADO DEPT OF REVENUE	TAXPAYER SERVICE DIVISION 1375 SHERMAN STREET DENVER, CO 80261-0013 UNITED STATES
COLUMBIAN CHEMICALS COMPANY	1800 WEST OAK COMMONS COURT MARIETTA, GA 30062 UNITED STATES
COLUMBUS AUTO SHREDDING, INC - COLUMBUS	2181 ALUM CREEK DRIVE COLUMBUS, OH 43207 UNITED STATES
COLUMBUS LIFT SERVICE INC	2815 HARLEY CT COLUMBUS, GA 31909 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
COMMERCIAL METALS COMPANY-DALLAS	6565 N MACARTHER ATTN: MICHELLE IRVING, TX 75039 UNITED STATES
COMPLETE PACKAGING SYSTEMS INC.	1375 HOPKINS STREET WHITBY, ON LIN 2C2 UNITED STATES
COMPLETE POWER SYSTEMS INC	164 COMMERCE DRIVE HENDERSENVILLE, TN 37075 UNITED STATES
COMPROLLER OF THE TREASURY	REVENUE ADMINISTRATION DIVISION PO BOX 17405 BALTIMORE, MD 21297-1405 UNITED STATES
COMPUTER ATLANTA, INC - ALPHARETTA	8196 INDUSTRIAL PLACE ALPHARETTA, GA 30004 UNITED STATES
CONLEY EQUIPMENT COMPANY, LLC	P.O.BOX 5528 ATTN: KRIS ALBRIGHT DENVER, CO 80217 UNITED STATES
CONSOLIDATED CONTAINER COMPANY LLC.	PO BOX 1575 #104 MINNEAPOLIS, MN 55480 1575 UNITED STATES
CONSOLIDATED ELECTRICAL	PO BOX 2259 SHAWNEE MISSION, KS 66201 UNITED STATES
CONTEC SYSTEMS INDUSTRIAL CORP-POTTSTOWN	1566 MEDICAL DRIVE, STE 310 POTTSTOWN, PA 19464 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
CONWAY BEAM LEASING, INC - ROCHESTER	2674 WEST HENRIETTA ROAD ROCHESTER, NY 14623 UNITED STATES
COOPER ELECTRIC SUPPLY CO. INC.	1 MATRIX DRIVE MONROE, NJ 8831 UNITED STATES
CORD SPECIALTIES - FRANKLIN PK	10632 W GRAND AVE FRANKLIN PARK, IL 60131 UNITED STATES
CORPTAX INC - DEERFIELD	1751 LAKE COOK ROAD, STE 100 DEERFIELD, IL 60015 UNITED STATES
COTTONWOOD ELECTRIC CART SRV.INC	800 EL CAJON BLVD EL CAJON, CA 92020 UNITED STATES
COUNTY SANITATION OF LOS ANGELES COUNTY	PO BOX 4998 1955 WORKMAN MILL ROAD WHITTIER, CA 90607-4998 UNITED STATES
COX AIR SYSTEMS	127 WILBUR PARRISH CIR BELTON, MO 64012 UNITED STATES
CRAIG MILLER	121 FAIRVIEW STREET ARLINGTON, TX 76010 UNITED STATES
CRAIG WELDING SUPPLY CO - LOS ANGELES	5670 SANTA FE AVE. LOS ANGELES, CA 90058 UNITED STATES

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RETAINED CAUSES OF ACTION

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THIRD PARTY	ADDRESS
CRITICAL POWER SERVICES - CHARLOTTE	4732 LEBANON RD, STE C CHARLOTTE, NC 28227 UNITED STATES
CROWN CREDIT COMPANY-CINCINATI	PO BOX 640352 CINCINNATI, OH 45264-0352 UNITED STATES
CROWN LIFT TRUCKS - DULUTH	3060 PREMIERE PKWY. DULUTH, GA 30097 UNITED STATES
CROWN LIFT TRUCKS - NEW BREMEN	8220 TYNER ROAD COLFAX, NC 27235 UNITED STATES
CROWN LIFT TRUCKS - TAMPA	4683 OAK FAIR BLVD. TAMPA, FL 33610 UNITED STATES
CRP HOLDINGS A., L.P. - CHICAGO	PLATTE VALLEY PORTFOLIO LOCKBOX 88264 EXPEDITE WAY CHICAGO, IL 60695 UNITED STATES
CT CORPORATION SYSTEM -ARI	PO BOX 4349 CAROL STREAM, IL 60197-4349 UNITED STATES
CTS WAS/CERIDIAN CORPORATION	13839 COLLECTION CENTER DRIVE CHICAGO, IL 60693 UNITED STATES
CUATRECASAS GONCALVES PEREIRA S.L.P.	ALMAGRO, 9 MADRID, 28010 SPAIN

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RETAINED CAUSES OF ACTION

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THIRD PARTY	ADDRESS
CULLUM & BROWN OF WICHITA INC	3717 N RIDGEWOOD STREET WICHITA, KS 67220 UNITED STATES
CUNNINGHAM BROTHERS USED AUTO PARTS	10980 WARDS ROAD RUSTUBERG, VA 24588 UNITED STATES
CYCLONAIRE CORP	P O BOX 366 YORK, NE 68467 UNITED STATES
D & D PARTNERSHIP	612 OAKDALE DRIVE ALEXANDER, AR 72002 UNITED STATES
D & L WATER CONTROL, INC - CANTON	7534 BARON DR. CANTON, MI 48187 UNITED STATES
DAILY PRINTING, INC.	2333 NIAGARA LANE PLYMOUTH, MN 55447 UNITED STATES
DAKOTA DISTRIBUTING, LP - FT WORTH	PO BOX 171523 ARLINGTON, TX 76003 UNITED STATES
DALTON & CO	1901 W.KILGORE AVE. MUNCIE, IN 47304 UNITED STATES
DANA ELLIS	245 BERMUDA DRIVE PEARL, MS 39208 UNITED STATES

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THIRD PARTY	ADDRESS
DARAMIC INCORPORATED	5525 US 60 EAST OWENSBORO, KY 42303 UNITED STATES
DARAMIC SAS - SELESTAT FRANCE	25, RUE WESTRICH BP90149 SELESTAT, 67603 FRANCE
DARR EQUIPMENT COMPANY	P O BOX 975053 DALLAS, TX 75397 UNITED STATES
DATA SYSTEMS INTERNATIONAL	PO BOX 504138 ST. LOUIS, MO 63150 4138 UNITED STATES
DATA2LOGISTICS, LLC	PO BOX 57656 STATION A TORONTO, ON M5W 5M5 CANADA
DATA2LOGISTICS, LLC-CORPAY	PO BOX 60083 FT. MYERS, FL 33906 UNITED STATES
DAVID J. HAY	54 CLIMBING RIDGE ROAD NEW PALTZ, NY 12561 UNITED STATES
DEAN FOODS	2711 NORTH HASKELL AVENUE SUITE 3400 ATTN: FRANCK IRENEE DALLAS, TX 75204 UNITED STATES
DELAWARE COUNTY CLERK	100 W MAIN ST MUNCIE, IN 47305 UNITED STATES

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RETAINED CAUSES OF ACTION

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THIRD PARTY	ADDRESS
DELAWARE COUNTY MEMORIAL HOSPITAL	709 W. MAIN STREET PO BOX 359 MANCHESTER, IA 52057 UNITED STATES
DELAWARE SECRETARY OF STATE	DELAWARE DIVISION OF CORPORATIONS PO BOX 11728 NEWARK, NJ 7101 UNITED STATES
DELL COMPUTER	PO BOX 534118 ATLANTA, GA 30353 UNITED STATES
DELOITTE FINANCIAL ADVISORY SERVICES,LLP	PO BOX 2062 CAROL STREAM, IL 60132 UNITED STATES
DELRAY SCRAP RECYCLING LLC	1240 TANGELO TERRACE DELRAY BEACH, FL 33444 UNITED STATES
DEPARTMENT OF TOXIC SUBSTANCES	PO BOX 806 SACRAMENTO, CA 95812-0806 UNITED STATES
DIERSEN DESIGNS, LLC	3875 THE ASCENT NE ATLANTA, GA 30319 UNITED STATES
DIVERSIFOAM PRODUCTS	PO BOX 1450 NW 8486 MINNEAPOLIS, MN 55485 8486 UNITED STATES
DLA DISPOSITION SERVICES	NATIONAL SALES OFFICE 74 NORTH WASHINGTON BATTLE CREEK, MI 49037 3092 UNITED STATES

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RETAINED CAUSES OF ACTION

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THIRD PARTY	ADDRESS
DLA PIPER (FORMERLY PHILLIPS FOX)	PO BOX 4301PP MELBOURNE, 3001 AUSTRALIA
DMI REALTY OF MUNCIE LLC - WINCHESTER	990 INDUSTRIAL PARK DRIVE WINCHESTER, IN 47394 UNITED STATES
DON & WALT LLC - MANCHESTER	1201E MAIN ST, STE A MANCHESTER, IA 52057 UNITED STATES
DP METALS	3339 LYNN CAMP ROAD PALESTINE, WV 26160 UNITED STATES
DRUMCO INC-MIDDLESEX	610-D LINCOLN BOULEVARD MIDDLESEX, NJ 8846 UNITED STATES
DTC COMPUTER SUPPLIES - RANCHO CUCAMONGA	9033 9TH STREET RANCHO CUCAMONGA, CA 91730 UNITED STATES
DUNLAP GROUP	231 CHERRY AVENUE SUITE 202 AUBURN, CA 95603 UNITED STATES
DUPAGE LIGHTING SERVICE & REPAIR INC	440 SOUTH MCLEAN BLVD SUITE 100 ELGIN, IL 60123 UNITED STATES
DYNAFORM TECHNOLOGIES INC	1862D TOLLGATE ROAD PALM INDUSTRIAL CENTER PALM, PA 18070 UNITED STATES

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THIRD PARTY	ADDRESS
E RANDOLPH STREET PROPERTY LLC	5391 VIA VICENTE YORBA LINDA, CA 92887 UNITED STATES
E2 ENVIRONMENTAL INC-ENGLAND GEOSYSTEM	15375 BARRANCA PARKWAY SUITE F-106 IRVINE, CA 92618 UNITED STATES
EAGLE OXIDE SERVICES	5605 WEST 74TH STREET INDIANAPOLIS, IN 46278 UNITED STATES
EAST GROUP PROPERTIES L.P.	PO BOX 676488 DALLAS, TX 75267 UNITED STATES
EASTERN LIFT TRUCK	PO BOX 307 MAPLE SHADE, NJ 8052 UNITED STATES
EASTERN METAL SUPPLY INC.	3600 23RD AVENUE S. LAKE WORTH, FL 33461 UNITED STATES
EDGEWATER CONSULTING INC.	9350 EDGEWATER DRIVE GAINESVILLE, GA 30506 UNITED STATES
EDGEWOOD OIL COMPANY	1605 230TH STREET MANCHESTER, IA 52057 UNITED STATES
EDWARD PERRY	PO BOX 400466 HESPERIA, CA 92340 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
EDWARDS CHEMICAL INC.	PO BOX 488 1504 ROSEPORT RD. ELWOOD, KS 66024 0488 UNITED STATES
EKCO METALS	2777 EAST WASHINGTON BLVD. LOS ANGELES, CA 90023 UNITED STATES
ELECTRIC CONVERSIONS	515 N. 10TH STREET SACRAMENTO, CA 95811 UNITED STATES
ELGIN RECYCLING INC.	46 EAST END DRIVE GILBERTS, IL 60136 UNITED STATES
ELK ENVIRONMENTAL SERVICES-READING	1420 CLARION STREET READING, PA 19601 UNITED STATES
ELLIS BATTERY SPECIALIST, LLC	6764 HWY 67 FREDERICKTOWN, MO 63645 UNITED STATES
ENERGY PRODUCTS	6550 SIMS ROAD STERLING HEIGHTS, MI 48313 UNITED STATES
ENGINEERED EQUIPMENT CO OF AK	11190 INDUSTRY WAY UNIT M12 ANCHORAGE, AK 99515 UNITED STATES
ENGINEERED PLASTIC PRODUCTS	PO BOX 196 269 MERCER STREET STIRLING, NJ 7980 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
ENGINEERED REFRACTORY SHAPES & SERVICE	PO BOX 341 PENDLETON, IN 46064 UNITED STATES
ENGLEWOOD PLAZA SOUTH, LTD-MIDDLEBURG HE	C/O HARSAX MGMT 6908 ENGLE RD, UNIT D MIDDLEBURG HEIGHTS, OH 44130 UNITED STATES
EN-RANGE, INC.	3310 NW 29TH STREET MIAMI, FL 33142 UNITED STATES
ENTERGY	PO BOX 8103 BATON ROUGE, LA 70891 UNITED STATES
ENTERGY	PO BOX 8105 BATON ROUGE, LA 70891 UNITED STATES
ENVIRONMENTAL GEOSYNTHETICS, INC	PO BOX 221 TELFORD, PA 18969 UNITED STATES
ENVIRONMENTAL MANAGEMENT & ENG SOLUTIONS	PO BOX 22245 CHARLESTON, SC 29413 UNITED STATES
EQUIPMENT DEPOT	P O BOX 209004 DALLAS, TX 7532097 9004 UNITED STATES
ESCA TECH - MILWAUKEE	3747 NORTH BOOTH STREET MILWAUKEE, WI 53212 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
E-STRUCTURES, INC - ELKRIDGE	7575 WASHINGTON BOULVARD ELKRIDGE, MD 21075 UNITED STATES
ETAK SYSTEMS INC - CHARLOTTE	4045 PERIMETER WEST DR,STE 600 CHARLOTTE, NC 28214 UNITED STATES
EXPRESS EMPLOYMENT PROFESS	P.O. BOX 844277 LOS ANGELES, CA 90084 4277 UNITED STATES
EXPRESS RECYCLING SOLUTIONS - WIS. RAPID	920 1ST AVENUE S WISCONSIN RAPIDS, WI 54495 UNITED STATES
EXPRESS SERVICES INC.	PO BOX 841634 DALLAS, TX 75284 UNITED STATES
EXPRESS SERVICES, INC.	PO BOX 535434 ATLANTA, GA 30353 5434 UNITED STATES
E-Z MONEY RECYCLING, LLC	1234 S 7TH ST PHOENIX, AZ 85034 UNITED STATES
E-Z RED COMPANY	8 LEONARD WAY PO BOX 80 DEPOSIT, NY 13754 UNITED STATES
F. H. W. ENTERPRISES, INC.	9741 JENSEN DRIVE HOUSTON, TX 77093 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
FARMER MOLD & MACHINE WORKS	3101 46TH AVE NORTH ST PETERSBURG, FL 33714 UNITED STATES
FARR INDUSTRIAL LLC	ATTN JIM BONNCELLI PO BOX 141449 SPOKANE, WA 99214 UNITED STATES
FAST UNDERCAR, INC.	4277 TRANSPORT STREET VENTURA, CA 93003 UNITED STATES
FASTENAL COMPANY	PO BOX 1286 WINONA, MN 55987 1286 UNITED STATES
FEDERAL AUTO RECYCLING	605 S FEDERAL BLVD RIVERTON, WY 82501 UNITED STATES
FELIPE GARCIA	17 ELM CT BOLINGBROOK, IL 60440 UNITED STATES
FERGUSON PRODUCTION, INC.-MCPHERSON	2130 INDUSTRIAL DRIVE MCPHERSON, KS 67460 UNITED STATES
FERRELLGAS	PO BOX 173940 DENVER, CO 80217 3940 UNITED STATES
FIDENCIO LEAL	10660 COHASSET STREET SUN VALLEY, CA 91352 UNITED STATES

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THIRD PARTY	ADDRESS
FIRE EQUIPMENT & MAINTENANCE-PORT ALLEN	1010 COMMERCIAL DRIVE PORT ALLEN, LA 70767 UNITED STATES
FISHER SCIENTIFIC COMPANY, LLC	300 INDUSTRY DRIVE PITTSBURGH, PA 15275 UNITED STATES
FITZGERALD & COMPANY(WEBER SHNDWICK ATL)	8063, P.O. BOX 7247 PHILADELPHIA, PA 19170 8063 UNITED STATES
FL SMIDTH, INC.	C/O UPC INC. P.O. BOX 2630 EVANS, GA 30809 UNITED STATES
FLASHPOINT, INC.	200 S. MERIDIAN ST. INDIANAPOLIS, IN 46225 UNITED STATES
FLEX EXECS MANAGEMENT SOLUTIONS-WILLOWBR	645 EXECUTIVE DRIVE WILLOWBROOK, IL 60527 UNITED STATES
FLEX-KLEEN CORP	PO BOX 7777-W3525 PHILADELPHIA, PA 19175 UNITED STATES
FLORIDA DEPARTMENT OF REVENUE	PO BOX 6527 TALLAHASSEE, FL 32314-6527 UNITED STATES
FLORIDA SCRAP METALS INC	7233 SOUTHERN BLVD UNIT A3 WEST PALM BEACH, FL 33413 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
FLOW SOLUTIONS, INC	PO BOX 2613 MUNCIE, IN 47307 UNITED STATES
FLOW SYSTEMS	PO BOX 1069 ST HELENA, SC 29920 UNITED STATES
FLOW-RITE CONTROLS - GRAND RAPIDS	960 74TH ST BYRON CENTER, MI 49315 UNITED STATES
FLOYD H FULKERSON REAL ESTATE	124 W CAPITOL AVE SUITE 1075 LITTLE ROCK, AR 72201 UNITED STATES
FORT DEARBORN ENTERPRISES	4115 W. SAINT CHARLES STREET BELLWOOD, IL 60104 UNITED STATES
FORTUNE SKY RECYCLING	4210 BF GOODRICH BLVD. MEMPHIS, TN 38118 UNITED STATES
FOSS RECYCLING INC.	7037 US HWY 70 W LA GRANGE, NC 28551 UNITED STATES
FOX & JAMES, INC - LATROBE	216 MARSH LANE LATROBE, PA 15650 UNITED STATES
FRANK SAHD SALVAGE CENTER, INC-COLUMBIA	1045 LANCASTER AVE COLUMBIA, PA 17512 UNITED STATES

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RETAINED CAUSES OF ACTION

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THIRD PARTY	ADDRESS
FREDERICK GREEN/AUTO CORE	10201 PLANO RD. #112 DALLAS, TX 75238 UNITED STATES
FREDERICK SWANSTON - ALPARETTA	11800 AMBER PARK DRIVE SUITE 100 ALPHARETTA, GA 30009 UNITED STATES
FREE FLOW - ROCKFORD LLC - ROCKFORD	9918 N ALPINE ROAD MACHESNEY PARK, IL 61115 UNITED STATES
FRESNO 41 VENTURE, LLC - SACRAMENTO	8615 ELDER CREEK ROAD SACRAMENTO, CA 95828 UNITED STATES
FRISCO CONSTRUCTION SERVICES, LLC	PO BOX 190829 DALLAS, TX 75219 UNITED STATES
FRISCO MED & SURG CLINIC	8680 EAST MAIN #1W FRISCO, TX 75034 UNITED STATES
FROMM ELECTRIC SUPPLY	# 62055 BALTIMORE, MD 21264 UNITED STATES
FTP CANTON LLC	1514 MAPLE AVE NE CANTON, OH 44705 UNITED STATES
G H SMART & COMPANY INC.	24505 NETWORK PLACE CHICAGO, IL 60673 1245 UNITED STATES

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THIRD PARTY	ADDRESS
G. ANTONINI REALTY, INC.	3605 WINDING WAY NEWTOWN SQUARE, PA 19073 UNITED STATES
G.I.S.	17540 BARNETT ROAD ZACHARY, LA 70791 UNITED STATES
GALAXY DEVELOPMENT - PARK CITY	PO BOX 683550 PARK CITY, UT 84068 UNITED STATES
GARRATT-CALLAHAN COMPANY	50 INGOLD ROAD BURLINGAME, CA 94010 UNITED STATES
GATE SOFTWARE LIMITED - COLORADO SPRINGS	3355 N. ACADEMY BOULEVARD, SUITE 263 COLORADO SPRINGS, CO 80917 UNITED STATES
GAUTHIER NON FERROUS PRODUCTS	12,355 APRIL STREET MONTREAL, QC H1B 5L8 UNITED STATES
GE ENERGY	601 SHILOH ROAD ATTN BOBBIE FULLER PLANO, TX 75074 UNITED STATES
GECC - NORWALK	401 MERRITT SEVEN, 2ND FLOOR PO BOX 640387 NORWALK, CT 6851 UNITED STATES
GENERAL CORP	P.O.BOX 6190 CHARLESTON, NC 25362 UNITED STATES

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THIRD PARTY	ADDRESS
GENERAL ELECTRIC COMPANY	APPLIANCE PARK AP1-108H ANDY DONAHOU LOUISVILLE, KY 40225 UNITED STATES
GENERAL ELECTRIC INTERNATIONAL, INC.	PO BOX #281997 ATLANTA, GA 30384 1997 UNITED STATES
GENERAL METAL, LLC	1909 N. CLIFTON AVENUE CHICAGO, IL 60614 UNITED STATES
GENERAL RECYCLING OF MS LLC	2050 FLOWOOD DRIVE FLOWOOD, MS 39232 UNITED STATES
GEODIS GLOBAL SOLUTIONS USA, INC.	25280 NETWORK PL. CHICAGO, IL 60673 1252 UNITED STATES
GEORGIA INSTITUTE OF TECH	GA TECH GLOBAL LEARNING CENTER,POB 93686 ATLANTA, GA 30377 0686 UNITED STATES
GEORGIA SALES & USE TAX DIVISION	DEPARTMENT OF REVENUE PO BOX 105296 ATLANTA, GA 30348-5296 UNITED STATES
GEOTECHNOLOGY INC.	5055 ANTIOCH RD. OVERLAND PARK, KS 66203 UNITED STATES
GFY HOLDINGS INC.DBA/CONSTANT POWER TECH	5115 N. DYSART RD. SUITE 202 LITCHFIELD PARK, AZ 85340 UNITED STATES

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THIRD PARTY	ADDRESS
GLASCOCK INTERNATIONAL, LLC- CHATTANOOGA	3908 TENNESSEE AVE., STE A CHATTANOOGA, TN 37409 UNITED STATES
GLOBAL PERSONNEL SERVICES INC	1127 BROWN AVE COLUMBUS, GA 31906 UNITED STATES
GLOBAL SHARES IRELAND LIMITED	UNIT 2 BUILDING D WEST CORK TECHNOLOGY PARK CLONAKILTY, COUNTY CORK REPUBLIC OF IRELAND IRELAND
GOAD ENTERPRISES, INC.	69 S. RANCHO VISTA DR. PUEBLO WEST, CO 81007 UNITED STATES
GOAL SUCCESS, INC.	10601 TIERRASANTA BLVD., SUITE 402 SAN DIEGO, CA 92124 UNITED STATES
GOFF ELECTRIC, INC - DYER	PO BOX 158 DYER, AR 72935 UNITED STATES
GOLD METAL RECYCLERS	4305 SOUTH LAMAR DALLAS, TX 75215 UNITED STATES
GOLDEN RECYCLING	4370 KENDRICK ST. GOLDEN, CO 80403 UNITED STATES
GOLDENWEST LUBRICANTS INC. - POMONA	1937 MOUNT VERNON AVE. POMONA, CA 91768 UNITED STATES

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THIRD PARTY	ADDRESS
GONZALEZ AUTO	4220 SAN BERNARDO LAREDO, TX 78041 UNITED STATES
GOODHART SONS INC	PO BOX 10308 LANCASTER, PA 17605 0308 UNITED STATES
GoPOWER BATTERY COMPANY	1801 E. JEFFERSON PHOENIX, AZ 85034 UNITED STATES
GORRISSON FEDERSPIEL KIERKEGAARD	H C ANDERSENS BOULEVARD 12 COPENHAGEN V, DK-1553 DENMARK
GOTCHA TRANSPORT, INC - MUNCIE	4701 S MADISON MUNCIE, IN 47302 UNITED STATES
GREAT WEST LIFE ASSURANCE CO, THE	THE GREAT-WEST LIFE ASSURANCE COMPANY PO BOX 1053 WINNIPEG, MB R3C 2X4 CANADA
GREER COMMISSION OF PUBLIC WORKS - GREER	PO BOX 160 GREER, SC 29652-0216 UNITED STATES
GREYSTONE RISK MANAGEMENT, LLC	4 FRANKLIN SQUARE SARATOGA SPRINGS, NY 12866 UNITED STATES
GS BATTERY	1150 NORTHMEADOW PKWY, SUITE 110 ROSWELL, GA 30076 UNITED STATES

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THIRD PARTY	ADDRESS
GTS-WELCO	PO BOX 382000 PITTSBURGH, PA 15250 8000 UNITED STATES
GWP HOLDINGS-WESTERN PETERBILT - SEATTLE	PO BOX 24065 SEATTLE, WA 98124 UNITED STATES
H B S C METALS BROKERS-OMAHA	7345 MAPLE STREET OMAHA, NE 68134 UNITED STATES
H P PRODUCTS	PO BOX 68310 INDIANAPOLIS, IN 46268 UNITED STATES
HAGEMEYER NORTH AMERICA-ATLANTA	PO BOX 404753 ATLANTA, GA 30384 4753 UNITED STATES
HAMBURG TAX COLLECTOR	546 SOUTH 6HT STREET HAMBURG, PA 19526 UNITED STATES
HANNA, ZAPPA & POLZ INC	ADVERTISING AND GRAPHIC COMMUNICATIONS 10535 W CERMACK ROAD WESTCHESTER, IL 60154 UNITED STATES
HARBIN CONSTRUCTION, INC.	2200 CENTENNIAL ROAD SALINA, KS 67401 UNITED STATES
HARCROS CHEMICALS INC-CHICAGO	BR.0009 PO BOX 74583 CHICAGO, IL 60696 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
HARRIS MACHINE & TOOL INC	158 WARE ROAD PHENIX CITY, AL 36869 UNITED STATES
HARRIS METALS - COATESVILLE	446 GUM TREE ROAD COATESVILLE, PA 19320 UNITED STATES
HARRISON MACHINE SHOP AND WELDING	806 S KANSAS AVE OLATHE, KS 66061 UNITED STATES
HARROD GROUP INC., THE	P.O. BOX 6388 AMERICUS, GA 31709 UNITED STATES
HAYLEX MANUFACTURING LLC DBA/LUICK QUALI	LUICK QUALITY GAGE & TOOL 4401 S. DELAWARE DRIVE PO BOX 2608 MUNICE, IN 47307 UNITED STATES
HCL AMERICA INC-COMNET SYSTEMS & SER	PO BOX 5123 CAROL STREAM, IL 601971 UNITED STATES
HD RECYCLING	4733 N 43RD AVE #6 PHOENIX, AZ 85031 UNITED STATES
HENRY R. HORTON	436 DIXON ROAD KNOXVILLE, TN 37934 UNITED STATES
HERITAGE GROUP SAFETY	3719 W. 96TH STREET, ATT: KATHY RICE INDIANAPOLIS, IN 46268 UNITED STATES

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RETAINED CAUSES OF ACTION

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THIRD PARTY	ADDRESS
HIGH-TEMP INDUSTRIES - FURLONG	130 DOYLE STREET DOYLESTOWN, PA 18901 UNITED STATES
HILCO APPRAISAL SERVICES, LLC	8035 SOLUTIONS CENTER CHICAGO, IL 60677 UNITED STATES
HILL MANAGEMENT SERVICES INC.	P.O.Box 4835 TIMONIUM, MD 21094 UNITED STATES
HOBBY LOBBY STORES, INC. - OKLAHOMA	7707 SW 44TH STREET ACCOUNTS PAYABLE DEPARTMENT OKLAHOMA CITY, OK 73179 UNITED STATES
HOFFS MACHINE & WELDING INC-SALINA	925 E NORTH ST SALINA, KS 67401 UNITED STATES
HOHENSCHILD WELDERS SUPPLY CO.	1620 CAMPBELL STREET KANSAS CITY, MO 64108 UNITED STATES
HOOSIER MICROBIOLOGICAL LAB	912 W MCGALLIARD MUNCIE, IN 47303 UNITED STATES
HUDSON EXTRUSIONS INC	P.O. BOX 255 HUDSON, OH 44236 UNITED STATES
HUPP TOYOTALIFTS	275 33RD AVENUE SW PO BOX 353 CEDAR RAPIDS, IA 52406 0353 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
HYATT LEGAL PLANS, INC - COLUMBUS	PO BOX 714893 COLUMBUS, OH 43271-4893 UNITED STATES
HYDRA-MATIC PACKING COMPANY INCORPORATED	2992 FRANK ROAD PO BOX 96 HUNTINGTON VALLEY, PA 19006-0096 UNITED STATES
I B T INC	PO BOX 958367 ST. LOUIS, MO 63195 8367 UNITED STATES
I.W.I MOTOR PARTS	1550 INNOVATION DRIVE DUBUQUE, IA 52003 UNITED STATES
IBEW	2914 MIDLAND BLVD FORT SMITH, AR 72904 UNITED STATES
IBEW LOCAL 1048	1770 S. US HWY 231 SUITE 7 CRAWFORDSVILLE, IN 47933 UNITED STATES
IBS-TREVOSE	535 ANDREWS ROAD # 200 ATTN: WILLIAM A MCKENTY TREVOSE, PA 19053 UNITED STATES
IFA III SUSSEX AVENUE LLC - HICKSVILLE	3950 SUSSEX AVE PO BOX 6076 HICKSVILLE, NY 11802 UNITED STATES
ILLINOIS DEPARTMENT OF REVENUE	RETAILER'S OCCUPATION TAX SPRINGFIELD, IL 62796-0001 UNITED STATES

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Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
INDEPENDANT CHARGER SERVICES	366 LINDEN VALLEY ROAD RR # 1 WOODVILLE, ON K0M 2T0 CANADA
INDIANA DEPARTMENT OF REVENUE	PO BOX 7218 INDIANAPOLIS, IN 46207-7218 UNITED STATES
INDIANA DEPT OF ENVIRONMENTAL MANAGEMENT	CASHIER OFFICE - MAIL CODE 50-10C 100 NORTH SENATE AVE INDIANAPOLIS, IN 46204 UNITED STATES
INDIANA OXYGEN CO.	P O BOX 78588 INDIANAPOLIS, IN 46278 UNITED STATES
INDOFF INC- ST LOUIS	PO BOX 842808 KANSAS CITY, MO 64184 2808 UNITED STATES
INDUSTRIAL BATT-DENVER	6856 YORK STREET ATTN; DAVID/CHRISSEY ANTIKAINEN DENVER, CO 80227 UNITED STATES
INDUSTRIAL BATTERY & SERVICES	535 ANDREWS ROAD, SUITE 200 TREVOSE, PA 19053 3432 UNITED STATES
INDUSTRIAL CONTAINER SERVICES	P O BOX 278 ZELLWOOD, FL 32798 UNITED STATES
INDUSTRIAL METAL ENTERPRISES, INC.	P.O. BOX 8556 BARTLETT, IL 60103 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
INDUSTRIAL PROCESS SYSTEMS-N KANSAS CITY	1980 LINN STREET NORTH KANSAS CITY, MO 64116 UNITED STATES
INDUSTRIAL RECYCLERS - MENOMONEE FALLS	PO BOX 350 MENOMONEE FALLS, WI 53052 UNITED STATES
INFINITE ENERGY	PO BOX 105247 ATLANTA, GA 30348 5247 UNITED STATES
INFOR GLOBAL SOLUTIONS (MICHIGAN), INC.	NW 5421 PO BOX 1450 MINNEAPOLIS, MN 55485 5421 UNITED STATES
INLAND ALL BATTERY SALES & SERVICE	P.O. BOX 11465 SPOKANE, WA 99211 UNITED STATES
INNOVATIVE DRIVER SERVICES - CARY	4335 STUART ANDREW BLVD,STE 102 CHARLOTTE, NC 28217 UNITED STATES
INSOURCE SOFTWARE SOLUTIONS,INC	P.O. BOX 72804 RICHMOND, VA 23235 UNITED STATES
INTEGRATED POWER SOLUTIONS, INC.	4165 RAPHAEL ST. COVINGTON, GA 30014 UNITED STATES
INTEGRATED POWER SYSTEMS, INC.	PO BOX 948 FRAZER, PA 19355 UNITED STATES

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THIRD PARTY	ADDRESS
INTEGRATED SUPPLY OF COLUMBUS	6639 MACON ROAD COLUMBUS, GA 31907 UNITED STATES
INTEGRO USA, INC.	1 STATE STREET PLAZA 9TH FLOOR NEW YORK, NY 10004 UNITED STATES
INTERCON SOLUTIONS	1001 WASHINGTON AVE. CHICAGO HEIGHTS, IL 60411 UNITED STATES
INTERMOUNTAIN RECYCLERS	827 ST. ANDREWS DR. SYRACUSE, UT 84075 UNITED STATES
INTERNATIONAL LEAD ASSOCIATION - LONDON	LLOYDS TSB BANK, BERKELEY SQ HOUSE 14 BERKELEY SQ. LONDON, W1X 6BJ UNITED KINGDOM
INTERNATIONAL RECYCLING CENTER,LLC-IRC	1315 S. CLAUDINA ST. ANAHEIM, CA 92805 UNITED STATES
INTERNATIONAL SULPHUR INC - MT PLEASANT	PO BOX 611 MT PLEASANT, TX 75456-0611 UNITED STATES
INTERSTATE BATTERIES RECYCLING INC.	DEPARTMENT #41042 PO BOX 650823 DALLAS, TX 75265 0823 UNITED STATES
INTERSTATE ELECTRICAL SUPPLY	PO BOX 1460 COLUMBUS, GA 31902 UNITED STATES

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THIRD PARTY	ADDRESS
INTERSTATE NATIONALEASE INC	PO BOX 3930 ALBANY, GA 31706 UNITED STATES
INTRAPACK - DALLAS	10650 Markison Road DALLAS, TX 75238 UNITED STATES
IPREO - I-DEAL LLC	PO BOX 26886 NEW YORK, NY 10087 UNITED STATES
IRON CITY STEEL - CRESCENT	1308 MAIN STREET CRESCENT, PA 15046 UNITED STATES
IRON MOUNTAIN	P O BOX 915004 DALLAS, TX 75391 UNITED STATES
IRON MOUNTAIN RECORDS	PO BOX 601032 PASADENA, CA 91189 1032 UNITED STATES
IRON MOUNTAIN RECYCLING LLC	PO BOX 403 DEQUICY, LA 70633 UNITED STATES
ISI INSTALLATION,MAINTENANCE & CONSTRUCT	CONSTRUCTION, LTD PO BOX 155 MILLERSVILLE, PA 17551 0155 UNITED STATES
ITG, LLC	412 GEORGIA AVENUE, STE 300 CHATTANOOGA, TN 37403 UNITED STATES

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THIRD PARTY	ADDRESS
IUE LOCAL 116	4314 SOUTH 40TH STREET ATTN: GREG SCHAFER ST JOSEPHS, MO 64503 UNITED STATES
J & M RECYCLING	2205 RICE AVE. WEST SACRAMENTO, CA 95691 UNITED STATES
J & R ENTERPRISES- SALINA	7106 S. HOLMES ROAD ASSARIA, KS 67416 UNITED STATES
J&M RECYCLING LLC	741 3RD STREET NW MASSILLON, OH 44647 UNITED STATES
J. GUSTAFSON ASSOCIATES PERSONNEL PEOPLE	121 CENTRAL ST. , SUITE 201 NORWOOD, MA 2062 UNITED STATES
JACK HORNER'S MACHINERY & CONTR.-ST JOSE	PO BOX 248 SAINT JOSEPH, MO 64502 UNITED STATES
JAMES BERGMAN-ANCHORAGE	P.O. BOX 112167 ANCHORAGE, AK 99511 UNITED STATES
JAMES EAGEN SONS CO	200 WEST 8TH STREET P O BOX 4097 WYOMING, PA 18644-0097 UNITED STATES
JAMES H SHANE DBA MAYFAIR REALTY TRUST	20 ROWES WHARF SUITE 305 BOSTON, MA 2110 UNITED STATES

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THIRD PARTY	ADDRESS
JAMES ROUNDTREE - FORT WORTH	5337 BONNELL AVE FORT WORTH, TX 76107 UNITED STATES
JAMESTOWN INDUSTRIAL TRUCKS	52 SOUTH PEARL STREET FREWSBURG, NY 14738 UNITED STATES
JANI-CARE	SUPPLY, INC. 6676 EXCHEQUER DRIVE BATON ROUGE, LA 70809 UNITED STATES
JAS FORWARDING (USA), INC	4900 ST. JOE BLVD. BLDG 100 SUITE 400 COLLEGE PARK, GA 30337 UNITED STATES
JBI CORPORATION	22325 W ST. RT.51 GENOA, OH 43430 UNITED STATES
JERRY WALKER	1241 JACKSON 65 NEWPORT, AR 72112 UNITED STATES
JESSIE M ARGUIJO	421 VIRGINIA PLEASANTON, TX 78064 UNITED STATES
JK METALGLO, INC.	1043 S. BERENDO ST. LOS ANGELES, CA 90006 UNITED STATES
JMC SERVICES INC.	3407 MERRIAM DRIVE OVERLAND PARK, KS 66203 UNITED STATES

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THIRD PARTY	ADDRESS
JOHN HUGG	PO BOX 194110 LITTLE ROCK, AR 72219 UNITED STATES
JOHN LANCASTER	5575 S. LANCEWOOD CIRCLE PORT ORANGE, FL 32127 UNITED STATES
JOHN'S AUTO PARTS OF BUNNELL, INC.	PO BOX 1984 BUNNELL, FL 32110 UNITED STATES
JORDAN ENTERPRISES CONTROLS	34353 LA HWY, 1019 DENHAM SPRINGS, LA 70706 UNITED STATES
K & R PLASTICS	10808 HWY 290 W. AUSTIN, TX 78736 UNITED STATES
KANE 3PL - ELKRIDGE	6500 KANE WAY ELKRIDGE, MD 21075 UNITED STATES
KANSAS DEPARTMENT OF REVENUE	915 SW HARRISON ST. TOPEKA, KS 66625-5000 UNITED STATES
KANSAS ELECTRIC, INC - NEWTON	1420 NW 36TH ST. NEWTON, KS 67114 UNITED STATES
KCPI SECURITY INC.-RAYMORE	PO BOX 288 RAYMORE, MO 64083 UNITED STATES

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THIRD PARTY	ADDRESS
KELLY SCOTT & MADISON - CHICAGO	35 EAST WACKER DRIVE CHICAGO, IL 60601 UNITED STATES
KELLY SERVICES, INC	P O BOX 530437 ATLANTA, GA 30353 UNITED STATES
KELLY TRACTOR CO.	8255 NW 58TH STREET MIAMI, FL 33166 UNITED STATES
KEM BATTERY-SHALOM CO.	10041 SAN FRANCISCO ROAD PACOIMA, CA 91331 UNITED STATES
KEMIRA WATER SOLUTIONS	MAIL CODE 5581 PO BOX 105046 ATLANTA, GA 30348 5046 UNITED STATES
KENCO TOYOTA LIFT - CHATTANOOGA	2001 RIVERSIDE DRIVE CHATTANOOGA, TN 37406 UNITED STATES
KENTUCKY DEPT. OF REVENUE	FRANKFORT, KY 40620 0003 UNITED STATES
KEPPLER STEEL	1401 S. MACEDONIA AVE. MUNCIE, IN 47302 3662 UNITED STATES
KEYENCE CORPORATION OF AMERICA	DEPT CH 17128 PALATINE, IL 60055 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
KIM D BARSNESS	2630 BIRCH VIEW DRIVE N.W. BAUDETTE, MN 56623 UNITED STATES
KINSBURSKY BROS SUPPLY INC	125 E COMMERCIAL STREET, STE A ANAHEIM, CA 92801 UNITED STATES
KIRK NATIONALEASE CO. - SIDNEY	PO BOX 4369 SIDNEY, OH 45365 UNITED STATES
KISTLER OBRIEN	2210 CITY LINE ROAD BETHLEHEM, PA 18017 2171 UNITED STATES
KNAPP SUPPLY CO INC	PO BOX 2488 muncie, IN 47302-0488 UNITED STATES
KNOPF AUTOMOTIVE LLC - RED BANK	93 SHREWSBURY AVENUE RED BANK, NJ 7701 UNITED STATES
KOCH NATIONALEASE - MINNEAPOLIS	SDS-12-2754 PO BOX 86 MINNEAPOLIS, MN 55486 2754 UNITED STATES
KOCH-GLITSCH LP - DALLAS	PO BOX 915034 DALLAS, TX 75391 UNITED STATES
KORMET METALS, LLC	PO BOX 66533 CHICAGO, IL 60666 0533 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
KROFF CHEMICALS COMPANY INC -PITTSBURGH	P.O BOX 76710 CLEVELAND, OH 44101 6500 UNITED STATES
KROLL ONTRACK - EDEN PARRIE	9023 COLUMBINE ROAD EDEN PRAIRIE, MN 55347 UNITED STATES
KT-GRANT, INC CINCINNATI	PO BOX 635748 CINCINNATI, OH 45263 UNITED STATES
KUBCO DECANTER SERVICES, INC.	8031 BREEN RD. HOUSTON, TX 77064 UNITED STATES
KW PLASTICS	PO DRAWER 707 TROY, AL 36081 UNITED STATES
L & L SCRAP METALS RECYCLING, INC.	128 TEXAS RD GALLIPOLIS, OH 45631 UNITED STATES
L G BATTERY	8973 LOTTA AVENUE SOUTH GATE, CA 90280 UNITED STATES
LA BREAKERS & CONTROL CO. - S GATE	5137 TWEEDY BLVD SOUTH GATE, CA 90280 UNITED STATES
LABOR MANAGEMENT UNIVERSAL HEALTH BENEFI	10606 TRADEMARK PARKWAY NORTH, STE 201A RANCHO CUCAMONGA, CA 91730 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
LABOR READY - CHICAGO	PO BOX 641034 PITTSBURGH, PA 15264 1034 UNITED STATES
LANCASTER COUNTY TREASURER	LANCASTER COUNTY TREASURER P.O. BOX 83480 LANCASTER, PA 17608-3480 UNITED STATES
LANDER LAKEPOINTE LLC	P.O. BOX 649 DENVER, NC 28037 UNITED STATES
LANDIS MECHANICAL GROUP, INC-LEESPORT	2668 LEISCZ'S BRIDGE ROAD LEESPORT, PA 19533 UNITED STATES
LANGLEY RECYCLING, INC. - KANSAS CITY	3557 STADIUM DR. KANSAS CITY, MO 64129 UNITED STATES
LANS A INC	6762 EAGLE WAY CHICAGO, IL 60678 1067 UNITED STATES
LARRY NEWMARK/LJN PARTNERSHIP	26 FILOMENA DRIVE PITTSFIELD, MA 1201 UNITED STATES
LARSON CONSTRUCTION	PO BOX 112 INDEPENDENCE, IA 50644 UNITED STATES
LAURELDALE BOROUGH COLLECTOR	3717 KUTZTOWN RD LAURELDALE, PA 19605 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
LAURIE B WILLIAMS, TRUSTEE	PO BOX 2818 WICHITA, KS 67202 UNITED STATES
LEGGETTE, BRASHEARS & GRAHAM, INC.	4 RESEARCH DRIVE SUITE 301 SHELTON, CT 6484 UNITED STATES
LESHER LEASING INC - LEBANON	2700 CUMBERLAND STREET LEBANON, PA 17042 UNITED STATES
LIBERTY SCRAP METAL, INC.	1030 25TH COURT WEST PALM BEACH, FL 33407 UNITED STATES
LIFT INC	3745 HEMPLAND ROAD MOUNTVILLE, PA 17554 UNITED STATES
LINDSAY MACHINE WORKS, INC - LIBERTY	PO BOX 488 LIBERTY, MO 64069 UNITED STATES
LIQUITECH INC	P O BOX 14023 LENEXA, KS 66285 UNITED STATES
LITTLE PEDERSEN FRANKHAUSER LLP IOTA ACC	901 MAIN STREET SUITE 4110 DALLAS, TX 75202 UNITED STATES
LKQ - AKRON (TRIPLETT) #1300	1435 TRIPLETT BOULEVARD PO BOX 7667 AKRON, OH 44306 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
LKQ - MICHIGAN	41247 EAST HURON RIVER DRIVE BELLEVILLE, MI 48111 UNITED STATES
LKQ - RANCHO CORDOVA	3486 RECYCLE ROAD RANCHO CORDOVA, CA 95742 UNITED STATES
LKQ 250 AUTO #1312	152 STATE ROUTE 250 PO BOX 250 HARRISVILLE, OH 43974 UNITED STATES
LKQ A&R #1210	511 GAP CREEK ROAD DUNCAN, SC 29334 UNITED STATES
LKQ ABC LEOMINSTER	1525 CENTRAL STREET LEOMINSTER, MA 01453 5935 UNITED STATES
LKQ ADVANCED #1371	290 CURRAN ROAD CUMBERLAND, RI 2864 UNITED STATES
LKQ ALL MODELS CORP 730	3024 SOUTH 40TH STREET PHOENIX, AZ 85040 UNITED STATES
LKQ ATLANTA (JENKINSBURG) #1112	2401 HIGHWAY 42 NORTH JENKINSBURG, GA 30234 UNITED STATES
LKQ BROADWAY #1380	1572 ROUTE 9 STUYVESANT, NY 12173 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
LKQ CRYSTAL RIVER (DAMRON) #1100	4950 WEST HIGHWAY 486 CRYSTAL RIVER, FL 34429 UNITED STATES
LKQ EAST CAROLINA #1143	7135 U.S.HIGHWAY 70 WEST LAGRANGE, NC 28551 UNITED STATES
LKQ GREENLEAF	4686 E. U.S. HIGHWAY 90 (STATE RD. 10) LAKE CITY, FL 32055 6204 UNITED STATES
LKQ HUNTS POINT AUTO PARTS #1360	1480 SHERIDAN EXPRESSWAY BRONX, NY 10459 UNITED STATES
LKQ MELBOURNE (DAMRON) #1106	7298 WAELTI DRIVE MELBOURNE, FL 32940 UNITED STATES
LKQ METRO #1560	2450 BLACK LANE CASEYVILLE, IL 62232 UNITED STATES
LKQ MID AMERICA #1750	5725 SOUTH TOPEKA AVENUE TOPEKA, KS 66619 UNITED STATES
LKQ NEW ENGLAND - SOUTHWICK	58 SAM WEST RD SOUTHWICK, MA 1077 UNITED STATES
LKQ NEW ENGLAND (FORMERLY ROUTE 16)#1321	4 OLD DOUGLAS ROAD WEBSTER, MA 1570 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
LKQ NORTH TEXAS #1702	904 I-45 SOUTH HUTCHINS, TX 75141 UNITED STATES
LKQ NORTHERN CALIFORNIA (REDDING) #1715	2850 VIKING WAY REDDING, CA 96003 UNITED STATES
LKQ SALISBURY (ROYALS) #1140	1212 WEBB ROAD SALISBURY, NC 28146 UNITED STATES
LKQ SAVANNAH #1160	60 TELFAIR PLACE SAVANNAH, GA 31415 UNITED STATES
LKQ SELF SERVICE	4676 DIVISION STREET WAYLAND, MI 49348 UNITED STATES
LKQ SELF SERVICE	12501 40TH STREET NORTH CLEARWATER, FL 33762 UNITED STATES
LKQ SELF SERVICE	966 WEST MITCHELL ROAD MEMPHIS, TN 38109 UNITED STATES
LKQ SELF SERVICE	2928 U S 70 EAST GARNER, NC 27529 UNITED STATES
LKQ SELF SERVICE	1300 WHITE HORSE ROAD GREENVILLE, SC 29605 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
LKQ SELF SERVICE	601 HARRISON AVE ROCKFORD, IL 61104 UNITED STATES
LKQ SELF SERVICE ABC U PULL IT	451 BENOIST FARMS ROAD WEST PALM BEACH, FL 33411 UNITED STATES
LKQ SPEEDWAY PULL N SAVE #1225	3157 WEST INTERNATIONAL SPEEDWAY BLVD PLANT #225 DAYTONA BEACH, FL 32124 UNITED STATES
LOFTON SECURITY SERVICE - NEW ORLEANS	PO BOX 52081 LAFAYETTE, LA 70505 UNITED STATES
LOFTON STAFFING SERVICES-HOUSTON	BATON ROUGE - STAFFING PO BOX 52101 LAFAYETTE, LA 70505 2101 UNITED STATES
LONG ISLAND INDUSTRIAL MANAGEMENT LLC	575 UNDERHILL BLVD., STE 200 SYOSSET, NY 11791 UNITED STATES
LONGLAND CORPORATION	210 S. MAIN STREET LONGMONT, CO 80501 UNITED STATES
LORETT OIL CO	1311 BEVERLY DRIVE SALINA, KS 67401 UNITED STATES
LOS ANGELES COUNTY TAX	PO BOX 54018 LOS ANGELES, CA 90054-0018 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
LOUISIANA DEPARTMENT OF REVENUE	PO BOX 80519 BATON ROUGE, LA 70898-0519 UNITED STATES
LOUISVILLE GRAPHITE INC	1906 NEW MAIN STREET LOUISVILLE, KY 40206 UNITED STATES
LVP 11301 INDUSTRIPLEX LLC - PHILADEPHIA	PO BOX 786976 PHILADELPHIA, PA 19178 UNITED STATES
LYLE DERR FARM CO. - ST JOE	C/O SHELLY GRAUPMAN 26693 HWY 111 FOREST CITY, MO 64451 UNITED STATES
M & M BATTERY SALES - JACKSON	1149 OLD FANNIN RD. STE 12 BRANDON, MS 39047 UNITED STATES
M D F INDUSTRIES INC	1012 N MARYMOUNT ROAD PO BOX 2302 SALINA, KS 67401 UNITED STATES
M J REIDER ASSOCIATES	107 ANGELICA ST READING, PA 19611 UNITED STATES
M3 RESOURCES USA LLC	4908 CAHABA RIVER ROAD, SUITE 100 BIRMINGHAM, AL 35243 UNITED STATES
MA INDUSTRIES INC	303 DIVIDEND DR. PEACHTREE CITY, GA 30269 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
MACALLISTER CAT MUNCIE	P.O NUMBER 660200 INDIANAPOLIS, IN 46266-0200 UNITED STATES
MACK EMPLOYMENT SERVICES, INC.	2834 SHILLINGTON ROAD SINKING SPRING, PA 19608 UNITED STATES
MADEWELL & MADEWELL INC	PO BOX 386 JONES, OK 73049 UNITED STATES
MADLAND TOYOTA-LIFT INC.	4485 BUCK OWENS BLVD. BAKERSFIELD, CA 93308 UNITED STATES
MAETEC POWER, INC.	388 MASON ROAD FAIRPORT, NY 14450 UNITED STATES
MAGNACHARGE BATTERY CORP.	12036-149 STREET EDMONTON, AB T5V 1P2 CANADA
MAINE SCRAP METAL	1274 RAND RD DES PLAINES, IL 60016 UNITED STATES
MALLIN BROTHERS CO., INC. - KANSAS CITY	3211 GARDNER AVE. KANSAS CITY, MO 64120 UNITED STATES
MALOUFF SALVAGE	PO BOX 42 KIRTLAND, NM 87417 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
MANAGEMENT RECRUITERS OF ROGERS, INC	5306 VILLAGE PARKWAY, STE 2 ROGERS, AR 72758 UNITED STATES
MANITOBA MINISTER OF FINANCE	TAXATION DIVISION RETAIL SALES TAX 101-401 YORK AVENUE WINNIPEG, MB R3C 4G4 CANADA
MANUFACTURERS ALLIANCE-MAPI INC.	1600 WILSON BLVD - SUITE 1100 ARLINGTON, VA 22209-9514 UNITED STATES
MANULIFE FINANCIAL	PO BOX 396 STN WATERLOO WATERLOO, ON N2J 4A9 CANADA
MAPLE CREST ELECTRIC - KENT	21628 84TH AVE. SOUTH KENT, WA 98035 UNITED STATES
MARATHON PETROLEUM COMPANY LLC-CINCINNAT	PO BOX 740109 CINCINNATI, OH 45274 UNITED STATES
MARK MILLWRIGHT & RIGGING, INC	PO BOX 305 EMIGSVILLE, PA 17318 UNITED STATES
MARRIOTT - ALPHARETTA	PO BOX 402642 ATLANTA, GA 30384 UNITED STATES
MARTIN MARIETTA MAGNESIA-BALTIMORE	PO BOX 93186 CHICAGO, IL 60673 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
MASONLIFT LTD.	1605 CLIVEDEN AVE. DELTA, BC V3M 6P7 CANADA
MASSEY ELECTRIC, INC.	546 EASTERN STAR ROAD PO BOX 5415 KINGSPORT, TN 37663 UNITED STATES
MATHESON TRI-GAS, INC. DBA/LINWELD	PO BOX 845502 DALLAS, TX 75284 5502 UNITED STATES
MAX ENVIRONMENTAL TECH. INC.	1815 WASHINGTON ROAD PITTSBURGH, PA 15241 UNITED STATES
MAYSTEEL	BOX #78128 MILWAUKEE, WI 53278-0128 UNITED STATES
MAZZA GROUP LLC	2101 WAUKEGAN ROAD, SUITE 208 BANNOCKBURN, IL 60015 UNITED STATES
MBI MEDIA	957 SOUTH VILLAGE OAKS DRIVE COVINA, CA 91724 UNITED STATES
MCINNES COOPER BARRISTERS	SOLICITORS & TRADE MARK AGENTS BOX 730, HALIFAX STN. CENTRAL HALIFAX, NS B3J 2V1 CANADA
MCINTIRE BUILDING CENTER	108 W 7TH STREET MOUND CITY, MO 64470 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
MCKEE FOODS	555 MCKEE DR. GENTRY, AR 72734 UNITED STATES
MCLANE NORTHEAST/CONCORD	932 MAPLE STREET CONTOOCOOK, NH 3229 UNITED STATES
MCMASTER CARR	PO BOX 7690 CHICAGO, IL 60680-7690 UNITED STATES
MCS PERSONNEL INCORPORATED - HOUSTON	11011 S. WILCREST #G HOUSTON, TX 77099 UNITED STATES
MCS, INC - MATRIX CABLE SOLUTIONS INC	P.O. BOX 432 AMERY, WI 54001 UNITED STATES
MDC RIDER TRAIL-MAUNE DEVELOPMENT CO	7711 BONHOMME AVE. # 310 C/O MAUNE DEVELOPMENT CO ST. LOUIS, MO 63105 UNITED STATES
MELANIE MCDUGALL	92-1096 PALAHIA STREET J202 KAPOLEI, HI 96707 UNITED STATES
MERCHANT & GOULD P.C.	3200 IDS CENTER, 80 SOUTH 8TH STREET MINNEAPOLIS, MN 55402 2215 UNITED STATES
MERITEX JEFFERSON LLC WAS MERITEX ENTERP	SDS 12-2106, BOX 86 MINNEAPOLIS, MN 55486 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
METRO METALS CORP.	2576 DOSWELL AVE. ST. PAUL, MN 55108 UNITED STATES
MEYER LABORATORY INC	2401 W JEFFERSON BLUE SPRINGS, MO 64015 UNITED STATES
MFA OIL & PROPANE	PO BOX 214 MOUND CITY, MO 64470 UNITED STATES
MID VALLEY BROADBAND - HUBBARD	PO BOX 232 HUBBARD, OR 97032 UNITED STATES
MIDWAY WAREHOUSE INVESTORS INC	C/O JAX WAREHOUSE PARTNERS 1400 PRUDENTIAL DRIVE, SUITE 2 JACKSONVILLE, FL 32207 UNITED STATES
MIDWEST AUTOMATION - HACKETT	PO BOX 2582 FORT SMITH, AR 72902 UNITED STATES
MIDWEST INDUSTRIAL SERVICES	180 HUGHES LANE SAINT CHARLES, MO 63301 UNITED STATES
MIDWEST SCRAP MANAGEMENT INC	PO BOX 787 SAINT JOSEPH, MO 64502 UNITED STATES
MIDWEST SCRAP METALS	3840 VELP ROAD GREEN BAY, WI 54313 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
MILLER ELECTRIC SUPPLY INC	2300 KERPER PO BOX 206 DUBUQUE, IA 52004 UNITED STATES
MILLER/BEVCO	13604 W. 107TH STREET LENEXA, KS 66215 UNITED STATES
MINE EQUIPMENT & DESIGN, LLC	P.O. BOX 728 ROSS, OH 45061 UNITED STATES
MINN INDUSTRIAL BATTERY	2620 N CLEVELAND AVE. ROSEVILLE, MN 55113 UNITED STATES
MINNESOTA DEPT OF REVENUE	MAIL STATION 4132 ST PAUL, MN 55146-4132 UNITED STATES
MIREF FREMONT DISTRIBUTION CENTER, LLC	PO BOX 6188 HICKSVILLE, NY 11802 6188 UNITED STATES
MISSISSIPPI LIME CO (ALTON)	PO BOX 840033 KANSAS CITY, MO 64184 UNITED STATES
MISSISSIPPI STATE TAX COMMISSION	PO BOX 960 JACKSON, MS 39205 UNITED STATES
MISSOURI DEPARTMENT OF REVENUE	PO BOX 840 JEFFERSON CITY, MO 65105-0840 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
MISTER BATTERY	N2955 N 23 ROAD COLEMAN, WI 54112 UNITED STATES
MK SPECIALTIES - NICK KUCENIC	PO BOX 12349 KANSAS CITY, KS 66112 UNITED STATES
MKC - MOUNDRIDGE	PO BOX D MOUNDRIDGE, KS 67107 UNITED STATES
MOBILE DREDGING & PUMP	3100 BETHEL RD CHESTER, PA 19013 1488 UNITED STATES
MOHR PARTNERS, INC - DALLAS	14643 DALLAS PKWY, STE 1000 DALLAS, TX 75254 UNITED STATES
MONEY-MEDIA, INC - NEW YORK	1430 BROADWAY, 12TH FL, STE 1208 NEW YORK, NY 10018 UNITED STATES
MOPOWER INDUSTRIAL BATTERIES & CHARGERS	1557 CANNING RD. SEVERN BRIDGE, ON POE 1N0 CANADA
MORGAN WOOD PRODUCTS	PO BOX 177 POWELL, OH 43065 UNITED STATES
MORRILL MOTORS INC.-ATLANTA	PO BOX 934188 ATLANTA, GA 31193 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
MOTOR TECHNOLOGY, INC.	515 WILLOW SPRINGS LANE YORK, PA 17406 UNITED STATES
MOUNTAIN WEST TRUCK CENTER	1475 WEST 2100 SOUTH SALT LAKE CITY, UT 84119 UNITED STATES
MR BATTERY	710 EDNA DRIVE CHAPARRAL, NM 88081 UNITED STATES
MS METAL RECYCLING	3627 W HARRISON ST CHICAGO, IL 60624 UNITED STATES
MUHLENBERG TOWNSHIP	5401 LEESPORT AVE TEMPLE, PA 19560 UNITED STATES
MUHLENBERG TOWNSHIP AUTHORITY	2840 KUTZTOWN ROAD READING, PA 19605 UNITED STATES
MULLINS SALVAGE INC.	8223 E. MAIN STREET CUSHING, OK 74023 UNITED STATES
MUNCIE CASTING CORP.	1406 E. 18TH STREET MUNCIE, IN 47302 UNITED STATES
MURDOCK MACKAY LTD	5 NIXON ROAD BOLTON, ON L7E 1L2 CANADA

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
N C B COMMODITIES INC	P O BOX 3338 YORK, PA 174020338 UNITED STATES
NASCAR	PO BOX 2875 DAYTONA BEACH, FL 32120-2875 UNITED STATES
NATHAN'S BATTERIES	127 W. MAIN ST. WILKESBORO, NC 28697 UNITED STATES
NATIONAL EXECUTIVE RESOURCES INC	8361 SOUTH SANGRE DE CRISTO ROAD,#150 LITTLETON, CO 80127 UNITED STATES
NATIONAL RUBBER TECHNOLOGIES CORP.	3264 SOLUTION CENTER CHICAGO, IL 60677 UNITED STATES
NATIONAL UNION FIRE INSURANCE - NEWARK	PO BOX 35540 NEWARK, NJ 07193 5540 UNITED STATES
NATIONWIDE PLASTICS - DALLAS	4949 JOSEPH HARDIN DRIVE DALLAS, TX 75236 UNITED STATES
NCM DEMOLITION AND REMEDIATION, LP	11208 BOGGY CREEK ROAD ORLANDO, FL 32824 UNITED STATES
NEFF PACKAGING SYSTEMS-KANSAS	PO BOX 15056 KANSAS CITY, KS 66115 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
NES RENTALS - PHILADELPHIA	P O BOX 8500 1226 PHILADELPHIA, PA 19178 1226 UNITED STATES
NEVADA DEPARTMENT OF TAXATION	PO BOX 52609 SALES & USE TAX PHOENIX, AZ 85072 UNITED STATES
NEW BEVERLY REALTY	101 EAST MAIN ST. LITTLE FALLS, NJ 7424 UNITED STATES
NEW JERSEY SALES TAX	CN-999 TRENTON, NJ 08646-0999 UNITED STATES
NEW SOURCE MANAGEMENT, LLC	600 SOUTH MILL STREET PO BOX 197 CELINA, OH 45822 UNITED STATES
NEW YORK STATE SALES TAX	PO BOX 15172 ALBANY, NY 12212-5172 UNITED STATES
NEWALTA INDUSTRIAL SERVICES, INC	1200 GARNIER STREET STE-CATHERINE, QC J5C 1B4 CANADA
NEWSTROM BATTERY CO. LLC	PO BOX 56 SPRINGFIELD, LA 70462 UNITED STATES
NORFOLK SOUTHERN CORP-ENOLA	ENOLA DIESEL TERMINAL 218 ENOLA ROAD ENOLA, PA 17025 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
NORFOLK SOUTHERN RAILWAY	PO BOX 116944 ATLANTA, GA 30368 6944 UNITED STATES
NORTH CAROLINA DEPT. OF REVENUE	SALES & USE TAX PO BOX 25000 RALEIGH, NC 27640-0700 UNITED STATES
NORTHEAST BATTERY-AUBURN	240 WASHINGTON STREET AUBURN, MA 01501-3225 UNITED STATES
NORTHEAST IOWA COMMUNITY COLLEGE	PO BOX 400 CALMAR, IA 52132 UNITED STATES
NORTHEAST TWENTY SEVEN, LLC - HOPKINS	620 12TH AVE. SOUTH HOPKINS, MN 55343 UNITED STATES
NORTHSIDE SALVAGE YARD INC	954 LINDEN AVE EAST ROCHESTER, NY 14445 UNITED STATES
NORTHWEST FIRE PROTECTION INC	PO BOX 6237 FORT SMITH, AR 72906 UNITED STATES
NSB INC.- WILSON	PO BOX 1235 437 WARD BLVD. WILSON, NC 27893 UNITED STATES
NUSCONSULTING GROUP WAS/VIKING ENERGY	ONE MAYNARD DRIVE PARK RIDGE, NJ 07656 0712 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
OHS-COMPCARE, LLC	PO BOX 877674 KANSAS CITY, MO 64187 UNITED STATES
OKABE CO., INC.	c/o Mizuho Corporate Bank, Ltd. PO BOX 3235 CHURCH STREET STATION NEW YORK, NY 10008 UNITED STATES
OKLAHOMA TAX COMMISSION	BUSINESS TAX DIVISION BOX 26850 OKLAHOMA CITY, OK 73126-0850 UNITED STATES
OLIN CORPORATION	600 POWDER MILL ROAD EAST ALTON, IL 62024 UNITED STATES
OLSON PACKAGING SERVICE	COUNTY ROAD 32 PO BOX 392 GALESBURG, IL 61402 0392 UNITED STATES
OMEGA CONTROLS INC - VAN BUREN	PO BOX 275 VAN BUREN, AR 72957 UNITED STATES
OMEGA METALS - WALNUT CREEK	1327 NORTH MAIN STREET, SUITE 100 WALNUT CREEK, CA 94596 UNITED STATES
ON-POINT GROUP	FIRST MERIT BANK, 950 HIGH STREET WADSWORTH, OH 44281 UNITED STATES
OPTUMHEALTH CARE SOLUTIONS, INC.	SDS 12-2834 PO BOX 86 GOLDEN VALLEY, MN 55486 2834 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
ORACLE CREDIT CORPORATION	CORPORATE TRUST LEASE GROUP 260 NORTH CHARLES LINDBERGH DRIVE MAC:U1240-026 SALT LAKE CITY, UT 84116 UNITED STATES
ORTEC INTERNATIONAL USA, INC.	3630 PEACHTREE ROAD NE ATLANTA, GA 30326 UNITED STATES
OUTSOURCE PARTNERS INTERNATIONAL, INC	C/O EXL SERVICE 280 PARK AVENUE, 38TH FLOOR NEW YORK, NY 10017 UNITED STATES
OXIDOR CORPORATION	1825 E PLANO PARKWAY SUITE 160 PLANO, TX 75074 UNITED STATES
P KAY METAL SUPPLY INC. (VENDOR)	2448 EAST 25TH STREET LOS ANGELES, CA 90058 UNITED STATES
P&A LAW OFFICES	10260 PARKWOOD DRIVE CUPERTINO, CA 95014 UNITED STATES
P1 GROUP - LENEXA	16210 W 108TH STREET LENEXA, KS 66219 UNITED STATES
PACIFIC CHLORIDE INC	C/O ANSELL HEALTHCARE PRODUCTS, LLC 111 WOOD AVE. SOUTH, SUITE 210 ISELIN, NJ 8830 UNITED STATES
PACIFIC RIM CAPITAL, INC	WELLS FARGO BANK NW, N.A. ATTN: CORP TRUST MAC:U1240-026 260 N. CHARLES LINDBERGH DR. SALT LAKE CITY, UT 84116 UNITED STATES

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RETAINED CAUSES OF ACTION

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THIRD PARTY	ADDRESS
PACIFIC STEEL & RECYCLING	1401 3RD STREET NW GREAT FALLS, MT 59403 UNITED STATES
PACKAGING CONTROL CORP	20 FLOUR MILL ROAD WEST YORK, PA 17402 UNITED STATES
PACWEST SECURITY SERVICES	3303 HARBOUR BLVD., SUITE A 103 COSTA MESA, CA 92626 UNITED STATES
PAGE TRANSPORTATION, INC.	PO BOX 920 WEEDSPORT, NY 13166 UNITED STATES
PALLET ONE OF NORTH CAROLINA INC.	2340 IKE BROOKS ROAD ATTN: ACCOUNTS RECEIVABLE SILER CITY, NC 27344 UNITED STATES
PANDA INTERNATIONAL TRADING CO INC	3570 FRUITLAND AVENUE MAYWOOD, CA 90270 UNITED STATES
PARAMETRIC TECHNOLOGY CORP	PO BOX 945722 ATLANTA, GA 30394 UNITED STATES
PARRISH ELECTRICAL SERVICE, INC.	PO BOX 3114 PHENIX CITY, AL 36868 UNITED STATES
PARRISH GROUP, LLC, THE	11579 CEDAR PARK AVE. BATON ROUGE, LA 70809 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
PASTOR, BEHLING & WHEELER, LLC	2201 DOUBLE CREEK DRIVE SUITE 4004 ROUND ROCK, TX 78664 UNITED STATES
PATHWAY DEVELOPMENT CORP	8725 BAYHILL DRIVE GAINESVILLE, GA 30506 UNITED STATES
PAUL HUFFMAN	10444 WINDING PASSAGE WAY FORT WORTH, TX 76131 UNITED STATES
PAUL, HASTINGS, JANOFSKY & WALKER LLP	515 S FLOWER ST., 25 FLOOR LOS ANGELES, CA 90071 UNITED STATES
PC HELPS SUPPORT, LLC - PHILADELPHIA	PO BOX 824526 PHILADELPHIA, PA 19182 4526 UNITED STATES
PENA'S DISPOSAL, INC.	12094 AVE. 408 CUTLER, CA 93615 UNITED STATES
PENNSYLVANIA DEPARTMENT OF REVENUE	BUREAU OF RECEIPTS & CONTROLS DEPT. 280406 HARRISBURG, PA 17128-0406 UNITED STATES
PERFECTION GROUP	3699 SOLUTIONS CENTER CHICAGO, IL 60677 3006 UNITED STATES
PERRIN INDUSTRIES	9615 WHITETAIL LANE WILMER, AL 36587 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
PETER PALMER	411 WEBB ROAD CHADDS FORD, PA 19317 UNITED STATES
PETERSON TRUCKS INC.	3710 REGIONAL PARKWAY SANTA ROSA, CA 95403 UNITED STATES
PHASE 3 MEDIA - ATLANTA	PO BOX 681163 MARIETTA, GA 30068 UNITED STATES
PHOENIX RECYCLING, INC.	113 RANGE DR. GARLAND, TX 75040 UNITED STATES
PHOENIXX INTERNATIONAL LP - PITTSBURGH	111 DELAFIELD AVE PITTSBURGH, PA 15215 UNITED STATES
PICK-A-PART - FRESNO	2274 EAST MUSCAT FRESNO, CA 93725 UNITED STATES
PICK-N-PULL AUTO DISMANTLERS-RANCHO	10850 GOLD CENTER DR, STE 325 RANCHO CORDOVA, CA 95670 UNITED STATES
PIEDMONT NATIONAL - CHARLOTTE	PO BOX 890938 CHARLOTTE, NC 28289 UNITED STATES
PIONEER CROSSING LANDFILL-AUDUBON	P. O. BOX 7250 AUDUBON, PA 19407 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
PLANT PROJECTS, INC - BATON ROUGE	4325 ORCHID ST. BATON ROUGE, LA 70808 UNITED STATES
PLASTIC PROCESS EQUIPMENT	PO BOX 425 NORTHFIELD, OH 44067 UNITED STATES
PLATTS	PO BOX 848093 DALLAS, TX 75284 UNITED STATES
PLP BATTERY SUPPLY - MURPHYSBORO	1362 NORTH 7TH STREET MURPHYSBORO, IL 62966 UNITED STATES
PLYMATE, INC - SHELBYVILLE	819 ELSTON DRIVE SHELBYVILLE, IN 46176 UNITED STATES
PM FASTENERS, INC.	333 GODSHALL DRIVE P. O. BOX 124 HARLEYSVILLE, PA 19438-0124 UNITED STATES
POWER PROTECTION PRODUCTS	6603 A ROYAL STREET PLEASANT VALLEY, MO 64068 UNITED STATES
POWER STROKE BATTERIES	101 HILLWOOD HOT SPRINGS, AR 71901 UNITED STATES
POWERLAB INC	PO BOX 913 TERRELL, TX 75160 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
PPM CONSULTANTS, INC - BATON ROUGE	1600 LAMY LANE MONROE, LA 71201 UNITED STATES
PRECISION MACHINE & WELDING	2231-D1 CENTENNIAL RD SALINA, KS 67401 UNITED STATES
PRECISION SERVICE & PARTS	3655 N 126TH STREET BROOKFIELD, WI 53005 UNITED STATES
PRECISION TOOL & MOLD,INC.	12050 44TH STREET NORTH CLEARWATER, FL 33762 UNITED STATES
PRINCE MINERALS, INC	PO BOX 502431 SAINT LOUIS, MO 63150 UNITED STATES
PRIVATE EYES, INC - WALNUT CREEK	190 N WIGET LANE, STE 220 WALNUT CREEK, CA 94598 UNITED STATES
PRO BATTERY - ALEDO	1019 N HENDERSON ST FORT WORTH, TX 76107 UNITED STATES
PROHEAT INC	PO BOX 48 LA GRANGE, KY 40031 UNITED STATES
PROLIFT INDUSTRIAL EQUIPMENT	P.O. BOX 99607 LOUISVILLE, KY 40269 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
PROLOGIKA	5325 SPALDING BRIDE CT. NORCROSS, GA 30092 UNITED STATES
PROTEUS	P.O. BOX 550241 HOUSTON, TX 77255 0241 UNITED STATES
PULSE TECH PRODUCTS	1100 SOUTH KIMBALL AVE. SOUTHLAKE, TX 76092 UNITED STATES
PUMPING SYSTEMS INCORPORATED	1100 VIJAY DRIVE ATLANTA, GA 30341 UNITED STATES
PURE MARKETING GROUP CORPORATION-CUMMING	225 CURIE DRIVE , STE 1300 ALPHARETTA, GA 30005 UNITED STATES
PUREWORKS, INC.	730 COOL SPRINGS BLVD., STE 400 FRANKLIN, TN 37067 UNITED STATES
QUAD POWER PRODUCTS	11609 HICKMAN MILLS DR KANSAS CITY, MO 64134 UNITED STATES
QUALITY POWER SERVICES LLC	100 PARKER DRIVE PELHAM, AL 35124 UNITED STATES
QUALITY POWER SOLUTIONS	5812 MANUFACTURERS DRIVE MADISON, WI 53704 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
QUALTUM ENTREPRENEURIAL GROUP	JARDINES 494 COL. CHAPALITA ZAPOPAN, JAL, 45043 MEXICO
QUEBEC MINISTER OF REVENUE-CP 4000	CP 4000 SUCCURSALE DESJARDINS MONTREAL, QC H5B 1A5 CANADA
QUEST DIAGNOSTICS INCORPORATED	PO BOX 828669 PHILADELPHIA, PA 19182 UNITED STATES
QUEST ENVIRONMENTAL PRODUCTS	9892 E. 121 STREET FISHERS, IN 46038 UNITED STATES
QUINN COMPANY	P.O. BOX 849665 LOS ANGELES, CA 90084 9665 UNITED STATES
R & W DEVELOPMENT & LOGISTICS, INC.	410 STATE ROUTE 136 EAST CALHOUN, KY 42327 9620 UNITED STATES
R.I.C.H. INC	228 GARFIELD ROAD BERNVILLE, PA 19506 UNITED STATES
R.S. DAVIS RECYCLING, INC.	10105 SE MATHER RD. CLCKAMAS, OR 97015 UNITED STATES
RACKSPACE HOSTING	5000 WALZEM ROAD SAN ANTONIO, TX 78218 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
RAIL LOGISTICS - OVERLAND PARK	6600 COLLEGE BLVD, STE 310 OVERLAND PARK, KS 66211 UNITED STATES
RAMCAR BATTERIES INC.	2700 CARRIER AVENUE COMMERCE, CA 90040-2502 UNITED STATES
RANDY'S	PO BOX 67 RACINE, WV 25165 UNITED STATES
RANSOME RENTAL CO. LP-PHILADELPHIA	PO BOX 828735 PHILADELPHIA, PA 19182 UNITED STATES
RAPID GLOBAL BUSINESS SOLUTIONS (RGBSI)	31791 SHERMAN AVENUE MADISON HEIGHTS, MI 48071 UNITED STATES
RAUEN PRECISION MACHINE	951 9TH AVE, NW FARLEY, IA 52046 UNITED STATES
RAYMOND LEASING CORPORATION	PO BOX 203905 HOUSTON, TX 77216 UNITED STATES
READING ELECTRIC	80 WITMAN ROAD READING, PA 19605 UNITED STATES
READING RENTALS	1340 CENTRE AVE. READING, PA 19601 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
RECALL	015295 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693 UNITED STATES
RECEIVER GENERAL OF CANADA-GST	SUMMERSIDE TAX CENTRE SUMMERSIDE, PE C1N 6A2 CANADA
RECYCLERS OFF MAIN, INC - OKLAHOMA CITY	1020 S.W. 55TH STREET OKLAHOMA CITY, OK 73109 UNITED STATES
RECYCLING CENTER INC. OF LIVE OAK, THE	700 HOUSTON AVE NW LIVE OAK, FL 32064 UNITED STATES
RECYCLING SERVICES	PO BOX 301 PARKER, KS 66072 UNITED STATES
RECYCLING SOLUTIONS - PHOENIX	422 S 33RD AVENUE PHOENIX, AZ 85009 UNITED STATES
RED E PRINT	101 EAST 5TH STREET-STE 211 ST PAUL, MN 55101 1859 UNITED STATES
REDLINE BATTERY SUPPLY, LLC	7723-A ELLIS ROAD W. MELBOURNE, FL 32904 UNITED STATES
REDLINE METALS, INC.	930 N DUPAGE AVE. LOMBARD, IL 60148 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
REINHART FOOD SERVICE, LLC	13400 COMMERCE BLVD. ROGERS, MN 55374 UNITED STATES
REINTJES & HITER CO, INC	101 SUNSHINE ROAD KANSAS CITY, KS 66115-1396 UNITED STATES
REMEDICATION SERVICES INC.	PO BOX 587 INDEPENDENCE, KS 67301 UNITED STATES
REPUBLIC BATTERY, LCC	6130 LONG DRIVE HOUSTON, TX 77087 UNITED STATES
RESOURCES ALLOYS & METALS INC.	PO BOX 31765 PALM BEACH GARDENS, FL 33420 UNITED STATES
REXEL WHOLESAL	DEPT-0902 PO BOX 120902 DALLAS, TX 75312-0902 UNITED STATES
REXTAC, LLC	PO BOX 4148 ODESSA, TX 79761 4148 UNITED STATES
RF INTERNATIONAL - LAKE SUCCESS	62477 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693 0624 UNITED STATES
RH BROWN CO.	12 S. IDAHO ST. SEATTLE, WA 98134 UNITED STATES

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THIRD PARTY	ADDRESS
RHODES MACHINE SHOP - FT SMITH	PO BOX 180178 FORT SMITH, AR 72918 UNITED STATES
RICHARD GREENE CO - LENEXA	PO BOX 8397 SAINT LOUIS, MO 63132 UNITED STATES
RICOH CORPORTION - WEST CALDWELL	P.O.BOX 4245 CAROL STREAM, IL 60197 UNITED STATES
RIG MASTER INC - MONTEREY	6601 HWY 565 MONTEREY, LA 71354 UNITED STATES
RMG KEY ASSOCIATES, LLC	6203 LEA RAY DRIVE GREENSBORO, NC 27410 UNITED STATES
RMR	PO BOX 7186 ROCKY MOUNT, NC 27804 UNITED STATES
ROBERT A. BROTHERS, TRUSTEE-GARNISHMENT	P.O. BOX 2405 MEMPHIS, TN 38101 2405 UNITED STATES
ROGERS INDUSTRIAL SUPPLY	PO BOX 677476 DALLAS, TX 75267 7476 UNITED STATES
ROGERSVILLE RECYCLING	106 LENA DRIVE ROGERSVILLE, TN 37857 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
ROLES MARKETING INTERNATIONAL INC.	PO BOX 31907 PALM BEACH GARDENS, FL 33420 UNITED STATES
ROLTA INTERNATIONAL, INC.	5505 N. CUMBERLAND AVE., SUITE 307 LOCKBOX 16879 CHICAGO, IL 60656 1471 UNITED STATES
RONATEC C2C, INC - FALLBROOK	PO BOX 1976 FALLBROOK, CA 92028 UNITED STATES
ROPE AND PLASTIC SALES-USA- PTY.LTD.	1820 RAMHURST DR. CLEMMONS, NC 27012 UNITED STATES
ROTEK SERVICES INC. WAS ELECTRIC MOTOR	955 N. MOSLEY WICHITA, KS 67214 UNITED STATES
RSJ CONSULTING, LLC	8210 ESPANOLA TRAIL AUSTIN, TX 78737 UNITED STATES
RT 51 AUTO & TRUCK PARTS LLC	907 OLD ROUTE 51 ROAD SMOCK, PA 15480 UNITED STATES
RUSHMORE BUSINESS CENTER,LLC-OMAHA	4115 S 133RD STREET OMAHA, NE 68137 UNITED STATES
RYAN BLOOM INC DBA DC RECYCLING	1601 EAST EDINGER AVE SANTA ANA, CA 92705 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
S & L MECHINCIAL INC - WEST READING	154 FRANKLIN STREET WEST READING, PA 19611 UNITED STATES
S & S METAL RECYCLERS II - AURORA	336 EAST SULLIVAN ROAD AURORA, IL 60505 UNITED STATES
S & S PALLETS - KINGSPORT	FOR ACCOUNT OF:S & S PALLETS PO BOX 152 BRATTLEBORO, VT 5301 UNITED STATES
SAFETY SOLUTIONS INC	PO BOX 8100 DUBLIN, OH 43016 2100 UNITED STATES
SAGE ENVIRONMENTAL CONSULTING INC.	PO BOX 1883 SAN ANTONIO, TX 78297 UNITED STATES
SAINT GOBAIN ABRASIVES	PO BOX 29276 NEW YORK, NY 10087 9276 UNITED STATES
SALESFORCE.COM INC.-SAN FRANCISCO	P.O BOX 842569 BOSTON, MA 02284-2569 UNITED STATES
SALINA IRON & METAL CO. - SALINA	312 NORTH 5TH STREET SALINA, KS 67401 UNITED STATES
SALINE COUNTY TAX COLLECTOR	PO BOX 5040 SALINA, KS 67402 5040 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
SANDERS MECHANICAL SERVICES-POTEAU	17191 NAIL CREEK ROAD POTEAU, OK 74953 UNITED STATES
SANDMOLD SYSTEMS INC	DEPARTMENT 180501 PO BOX 67000 DETROIT, MI 48267 1805 UNITED STATES
SARATOGA PROPERTIES - BISMARCK	3825 PRAIRIE PINES LOOP BISMARCK, ND 58503 UNITED STATES
SAVVIS - CHICAGO	13339 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693 UNITED STATES
SAYLOR MINE BATTERY INC.	PO BOX 24 BAXTER, KY 40806 UNITED STATES
SAYRE AUTO SUPPLY	125 N. 4TH STREET SAYRE, OK 73662 UNITED STATES
SBMC ATLANTA LLC	1471 MEMORY WAY LAWRENCEVILLE, GA 30045 UNITED STATES
SCANDMETAL INTL SA	AVENUE MOLIERE 190 BRUSSELS, B 1050 BELGIUM
SCHWARTZ ELECTRIC, INC.	1044 PIONEER WAY, SUITE C EL CAJON, CA 92020 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
SCOOTER STORE, THE	ATTN: SARA CARLILE 1650 INDEPENDENCE DRIVE CANYON LAKE, TX 78132 UNITED STATES
SCRAP RESOURCE, INC - GAP	837 TIMBERLINE DRIVE GAP, PA 17527 UNITED STATES
SDA TECHNOLOGIES INC.	12455, 55IEME AVENUE MONTREAL, QUEBEC, QC H1E 3V1 CANADA
SECURITAS SECURITY SVCS,USA	12672 COLLECTIONS CENTER DR. CHICAGO, IL 60693 UNITED STATES
SECURITAS SECURITY SVCS-COLUMBUS	PO BOX 403412 ATLANTA, GA 30384 3412 UNITED STATES
SECURITY GUARDS INC	PO BOX 6283 WYOMISSING, PA 19610 UNITED STATES
SEIBEL MODERN MFG. & WELDING CORP.	38 PALMER PLACE LANCASTER, NY 14086 UNITED STATES
SELLERS EQUIPMENT INC	P O BOX 1940 SALINA, KS 67402-1940 UNITED STATES
SEMCO PRECISION	5831 EAST RANDOLPH ST COMMERCE, CA 90040 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
SEQUOIA CONSULTING GROUP, INC.	163 PLEASANT ST., SUITE 4 ATTLEBORO, MA 2703 UNITED STATES
SERENGETI LAW	P.O. BOX 6292 CAROL STREAM, IL 60197 6292 UNITED STATES
SHAREHOLDER.COM - PHILADELPHIA	LOCKBOX NUMBER 30200 PO BOX 8500 PHILADELPHIA, PA 19178 UNITED STATES
SHARPSHOOTERS USA	11261 ALPHARETTA HWY ROSWELL, GA 30041 UNITED STATES
SHAW ENVIRONMENTAL AND INFRASTRUCTURE	4171 ESSEN LANE, ATTN: STEVE GUILLOT BATON ROUGE, LA 70809 UNITED STATES
SIEMENS WATER TECH	ENGINEERED PRODUCTS DEPT. CH 14232 PALATINE, IL 60055-4232 UNITED STATES
SIGGINS CO - HIGMAN EQUIPMENT	512 E 12TH AVE. NORTH KANSAS CITY, MO 64116 UNITED STATES
SILKROAD TECHNOLOGY, INC.	102 W. THRID ST., SUITE 250 WINSTON-SALEM, NC 27101 UNITED STATES
SMITH BARNEY - ATLANTA	3280 PEACHTREE RD, NE, STE 1900 ATTN: SHAWN SMITH ATLANTA, GA 30305 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
SOUTH CAROLINA TAX COMMISSION	SC DEPT. OF REVENUE & TAXATION SALES TAX RETURN COLUMBIA, SC 29214-0102 UNITED STATES
SOUTH COAST AQMD	21865 EAST COPLEY DRIVE PO BOX 4943 DIAMOND BAR, CA 91765-0943 UNITED STATES
SOUTHEAST COMMUNITY DEVELOPMENT CORP.	P.O. BOX 327 BELL, CA 90201 UNITED STATES
SOUTHEASTERN EQUIP. CO., INC.-CAMBRIDGE	1500 INDUSTRIAL PARKWAY BRUNSWICK, OH 44212 UNITED STATES
SOUTHERN AUTOMOTIVE DIST., INC.	38 HOLLYWOOD BLVD. SW FT. WALTON BEACH, FL 32548 UNITED STATES
SOUTHERN COUNTIES OIL CO	PO BOX 4159 ORANGE, CA 92865 UNITED STATES
SOUTHERN METALS	1500 TARA PLACE SUITE 702 HAMPTON, GA 30228 UNITED STATES
SOUTHERN METALS RECYCLING, INC.	POST OFFICE BOX 2139 WILMINGTON, NC 28402 2139 UNITED STATES
SOUTHERN REWINDING AND SALES	P.O. BOX 398 FORTSON, GA 31808-0398 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
SOUTHWEST BATTERY SPECIALIST LLC	2815 W BUCKEYE RD PHOENIX, AZ 85009 UNITED STATES
SOUTHWEST MATERIAL HANDLING- MIRA LOMA	PO BOX 1070 MIRA LOMA, CA 91752 UNITED STATES
SOUTHWESTERN ELECTRICAL CO INC-WICHITA	1638 E. 1ST STREET WICHITA, KS 67214 UNITED STATES
SPARKS COMMERCIAL TIRE, INC.	PO BOX 177 FINDLAY, OH 45839 0177 UNITED STATES
SPECIAL T METALS, LLC	PO BOX 68, 113 OLIVER ROAD UNIONTOWN, PA 15401 UNITED STATES
SPECTRUM POLY, INC - LAKEWOOD	27 ROSELLE CT. LAKEWOOD, NJ 8701 UNITED STATES
SPHERION STAFFING LLC	PO BOX 742344 ATLANTA, GA 30374 2344 UNITED STATES
STABIO - FERRIERE DI STABIO	VIA LAVEGGIO 6 STABIO, 6855 SWITZERLAND
STALEY AUTO PARTS (CASH-N-CARRY)	500 STALEY AVENUE SAVANNAH, GA 31405 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
STANDARD IRON & METAL CO.,- OAKLAND	4525 SAN LEANDRO ST. OAKLAND, CA 94601 UNITED STATES
STANION WHOLESALE ELECTRIC CO INC	PO BOX 876438 KANSAS CITY, MO 64187 6438 UNITED STATES
STAPLES PRINT SOLUTIONS	PO BOX 95015 CHICAGO, IL 60694 5365 UNITED STATES
STAPLES-CHICAGO	PO BOX 83689 CHICAGO, IL 60690 UNITED STATES
STAR TRUCK RENTALS, INC.	3940 EASTERN AVE S E GRAND RAPIDS, MI 49508 UNITED STATES
STATE OF ARKANSAS	DEPARTMENT OF FINANCE & ADMINISTRATION P.O. BOX 3861 LITTLE ROCK, AR 72203 3861 UNITED STATES
STATE OF MICHIGAN - DETROIT	MICHIGAN DEPARTMENT OF TREASURY DEPARTMENT 77003 DETROIT, MI 48277-0003 UNITED STATES
STATE OF OHIO TREASURER-COLUMBUS	DEPARTMENT OF TAXATION PO BOX 804 COLUMBUS, OH 43216-0804 UNITED STATES
STATE SAFETY & COMPLIANCE	5338 VICTORY DRIVE SUITE A INDIANAPOLIS, IN 46203 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
STATE TREASURER	TEXAS COMPTROLLER OF PUBLIC ACCTS. 111 E, 17TH STREET AUSTIN, TX 78774-0100 UNITED STATES
STATIONARY POWER SYS/RICHARD ELLIS	1115 STURGEON CT. #119 ARLINGTON, TX 76001 UNITED STATES
STEDMAN MACHINE COMPANY - GALION	PO BOX 713691 CINCINNATI, OH 45271 3691 UNITED STATES
STELLAR MANUFACTURING CO.	1647 SAUGET BUSINESS BLVD. SAUGET, IL 62206 UNITED STATES
STERLING PRODUCTS INC - MILWAUKEE	DEPARTMENT 4511 CAROL STREAM, IL 60122 4511 UNITED STATES
STEVE BIRO SALVAGE	29588 MISSION BLVD. HAYWARD, CA 94544 UNITED STATES
STONE MOUNTAIN INDUSTRIAL PARK, INC.	C/O PATTILLO CONSTRUCTION PO BOX 67 TUCKER, GA 30085 0067 UNITED STATES
STONER INCORPORATED	PO BOX 65 QUARRYVILLE, PA 17566 UNITED STATES
STONHARD	PO BOX 931947 CLEVELAND, OH 44193 UNITED STATES

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Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
STRATUS BUILDING SOLUTIONS	16530 VENTURA BLVD., SUITE 204 ENCINO, CA 91436 UNITED STATES
STRUCTURAL METAL FABRICATORS INC	1226 LITTLE GAP ROAD PALMERTON, PA 18071 UNITED STATES
SUDDATH RELOCATION	815 S. MAIN ST., SUITE 412 JACKSONVILLE, FL 32207 UNITED STATES
SUMEKO USA INC - PALATINE	BOX 95588 PALATINE, IL 60095 UNITED STATES
SUMMERS HARDWARE & SUPPLY CO	P O BOX 210 JOHNSON CITY, TN 37605-0210 UNITED STATES
SUN-LITE METALS, INC.	2210 E 85TH STREET LOS ANGELES, CA 90001 UNITED STATES
SUPERIOR ELECTRIC MOTOR SERVICE, INC.	4623 HAMPTON STREET VERNON, CA 90058 UNITED STATES
SUPERIOR PLUMBING & HEAT CO INC	1645 COPPER COURT SALINA, KS 67401 UNITED STATES
SUPPORT POWER INC	ATTN: KEN ISABEL 49 FISCHER AVENUE ISLIP TERRACE, NY 11752 UNITED STATES

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THIRD PARTY	ADDRESS
SUPPORT POWER INC	1593A LOCUST AVE BOHEMIA, NY 11716 UNITED STATES
SUSAN JARAMILLO	1564 WATERBURY ROAD CHESHIRE, CT 6410 UNITED STATES
SWEEPING BEAUTY CLEANING SERVICE INC.	4418 12TH AVE. TEMPLE, PA 19560 UNITED STATES
SWIFT TRANSPORTATION- PITTSBURGH	PO BOX 643985 PITTSBURGH, PA 15264 UNITED STATES
SYNTERRA	148 RIVER STREET, SUITE 220 GREENVILLE, SC 29601 UNITED STATES
T N T BATTERY CO. INC.-CLEVELAND	2380 KEITH VALLEY RD. CLEVELAND, TN 37323 UNITED STATES
T S WILLIAMS & ASSOCIATES	102 AMOS DRIVE CUMMING, GA 30040 UNITED STATES
T&S MACHINING, INC	5776 MILLER CT COLUMBUS, GA 31909 4179 UNITED STATES
TABA S.R.L. (TO BE USED FOR BELGIUM)	VIA DEGLI ARTIGIANI 1 PANDINO (CR), 26025 ITALY

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THIRD PARTY	ADDRESS
TAYLOR MOTOR COMPANY - CUMBERLAND	1639 ANDERSON HWY CUMBERLAND, VA 23040 UNITED STATES
TBM CONSULTING GROUP INC.	4400 BEN FRANKLIN BLVD. DURHAM, NC 27704 UNITED STATES
TCIP-C, LLC - PENSACOLA	1401 EAST BELMONT STREET PENSACOLA, FL 32501-4321 UNITED STATES
TEC LA MIRADA 3645439D	750 NE COLUMBIA BLVD. PORTLAND, OR 97211 UNITED STATES
TEC-THE EMPLOYMENT COMPANY	1825 NORTH A STREET FORT SMITH, AR 72901 UNITED STATES
TED JOHNSON PROPANE	5140 N ELTON STREET BALDWIN PARK, CA 91706 UNITED STATES
TELCOM MARKETING LTD	18150 E 32ND PL UNIT D AURORA, CO 80011 UNITED STATES
TELTECH COMMUNICATIONS,LLC	P.O. BOX 3040 EAGLE, CO 81631 UNITED STATES
TENNANT SALES AND SERVICE COMPANY	P.O. BOX 71414 CHICAGO, IL 60694 UNITED STATES

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THIRD PARTY	ADDRESS
TENNESSEE DEPARTMENT OF REVENUE	ANDREW JACKSON STATE OFFICE BLDG. 500 DEADERICK ST. NASHVILLE, TN 37242-0700 UNITED STATES
TERRELL BATTERY	P O BOX 21365 PHOENIX, AZ 85036 UNITED STATES
TERRELL BATTERY CORP	802 SOUTH 19TH AVE PO BOX 21365 PHOENIX, AZ 85036 UNITED STATES
TES INC	PO BOX 995 MIDWAY, UT 84049 UNITED STATES
TESTAMERICA LABORATORIES, INC	PO BOX 204290 DALLAS, TX 75320 4290 UNITED STATES
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	111 EAST 17TH STREET AUSTIN, TX 78774-0100 UNITED STATES
THE EXHAUST CENTERS	1228 NEW LAREDO HWY SAN ANTONIO, TX 78211 UNITED STATES
TIDEWATER FLEET SUPPLY, LLC	1324 LINDALE DRIVE CHESAPEAKE, VA 23320 UNITED STATES
TIMA POWER	371 VAN NESS WAY SUITE 120 TORRANCE, CA 90501 UNITED STATES

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RETAINED CAUSES OF ACTION

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THIRD PARTY	ADDRESS
TIME WARNER CABLE	7910 CRESENT EXECUTIVE DRIVE CHARLOTTE, NC 28217 UNITED STATES
TITANIC CONTROLS	611-615 MORGAN AVE DREXEL HILL, PA 19026 UNITED STATES
TLF, INC.	3901 W. 86TH ST., SUITE 200 INDIANAPOLIS, IN 46268 UNITED STATES
T-MOBILE	PO BOX 742596 CINCINNATI, OH 45274 2596 UNITED STATES
TOBY'S BATTERY - SPOKANE	3003 NORTH CRESTLINE SPOKANE, WA 99207 UNITED STATES
TOM'S AUTO, INC.	216 W BELVIDERE ROAD HAINESVILLE, IL 60030 UNITED STATES
TOP BRASS BUILDING SERVICES, INC	1828 SWIFT, # 401 NORTH KANSAS CITY, MO 64116 UNITED STATES
TOSHIBA MACHINE COMPANY OF AMERICA	PO BOX 94028 CHICAGO, IL 60690 UNITED STATES
TOTAL CLEAN - LA VERNE	2070 NORTH WHITE AVE LA VERNE, CA 91750 UNITED STATES

Exide Technologies

RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
TOWAMENCIN METAL TRADERS	94 BROWER AVE P O BOX 821 OAKS, PA 19456 UNITED STATES
TOWNLIN REALTY LLC	28 E. MAIN STREET, SUITE 700 ROCHESTER, NY 14614 UNITED STATES
TOYOTA LIFT NORTHWEST	19305 72ND AVE S KENT, WA 98032 UNITED STATES
TOYOTA LIFT NORTHWEST	MAIL STOP 98 PO BOX 4100 PORTLAND, OR 97208 UNITED STATES
TRADE CENTER AUTO SALVAGE	2236 HWY 6 & 50 GRAND JUNCTION, CO 81505 UNITED STATES
TRAFIGURA AG	263 TRESSER BLVD STAMFORD, CT 6901 UNITED STATES
TRANSCARD, LLC	4080 JENKINS RD SUITE 200 CHATTANOOGA, TN 37421 UNITED STATES
TRANSFORCE, INC.	5520 CHEROKEE AVENUE, SUITE 200 ATTN: ACCOUNTS RECEIVABLE ALEXANDRIA, VA 22312 UNITED STATES
TRANSPORTACTION LEASE SYSTEMS INC.	51 CONSTELLATION COURT TORONTO, ON M9W 1K4 CANADA

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
TRAVIS ALLRED/MOUNTAIN HOME BATTERY	816 HWY 62 WEST MOUNTAIN HOME, AR 72653 UNITED STATES
TRAVIS HAIR	5509 DUNCANVILLE ROAD DALLAS, TX 75236 UNITED STATES
TREASURER OF CASS COUNTY	200 COURT PARK LOGANSPOUT, IN 46947 UNITED STATES
TREASURER, UNITED STATES OF AMERICA, EPA	REGION 6 CINCINNATI FINANCE CENTER PO BOX 979077 SAINT LOUIS, MO 63197 9000 UNITED STATES
TREASURER-STATE OF IOWA	IOWA DEPARTMENT OF REVENUE PO BOX 10412 DES MOINES, IA 50306-0412 UNITED STATES
TRI CITY INDUSTRIAL POWER	915 N. MAIN STREET MIAMISBURG, OH 45342 UNITED STATES
TRI STATE MACK	PO BOX 5858 JACKSON, MS 39288 UNITED STATES
TRIPWIRELESS NETWORK SOLUTIONS	PO BOX 4463 AVON, CO 81620 UNITED STATES
TRI-STATE MACK	PO BOX 405 MEMPHIS, TN 38101 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
TRIUMVIRATE ENVIRONMENTAL, INC.- ASTORIA	DEPT. 106042, P.O. BOX 150502 HARTFORD, CT 06115 0502 UNITED STATES
TRUCK PRIDE PARTNERS LLC	13730 SHORELINE COURT EAST ST. LOUIS, MO 63045 UNITED STATES
TRUCKWAY LEASING-CINCINNATI	1745 OREMAN AVENUE CINCINNATI, OH 45223 UNITED STATES
TSI SOLUTIONS	2220 CENTRE PARK COURT STONE MOUNTAIN, GA 30087 UNITED STATES
TTS WORLDWIDE LLC	P.O. BOX 847594 DALLAS, TX 75284 7594 UNITED STATES
TYCO INTEGRATED SECURITY	930 N. RIVERVIEW DRIVE, SUITE 800 ATTN: RICHARD JELLIFFE TOTOWA, NJ 7512 UNITED STATES
U.S. PUMPS	15919 PHOEBE AVE. LA MIRADA, CA 90638 UNITED STATES
ULINE	2200 S LAKESIDE DRIVE WAUKEGAN, IL 60085 UNITED STATES
UL-STR WAS/UNDERWRITERS LAB	PO BOX 417369 BOSTON, MA 02241 7369 UNITED STATES

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RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
UNICORN METALS RECYCLING	325 E. 4TH AVE. LA HABRA, CA 90631 UNITED STATES
UNIFIED GOVERNMENT TREASURY	PO BOX 175013 KANSAS CITY, KS 66117 UNITED STATES
UNION BATTERIES & AUTO ELECTRIC, INC.	6900 MCKINLEY AVE. LOS ANGELES, CA 90001 UNITED STATES
UNITED BATTERY SYSTEMS	109 NORTHEAST COLUMBIA BLVD PO BOX 11460 PORTLAND, OR 97211 UNITED STATES
UNITED PROCESS CONTROL	324 COURTYARD DRIVE HILLSBOROUGH, NJ 8844 UNITED STATES
UNITED RENTALS(NORTHAMERICA)-LOS ANGELES	FILE 51122 LOS ANGELES, CA 90074-1122 UNITED STATES
UNITED STATES TREASURY DEPT.	PO BOX 219236 Kansas City, MO 64121-9236 UNITED STATES
UNITED STEELWORKERS LOCAL 6996-23	P O BOX 644485 PITTSBURGH, PA 15264-4485 UNITED STATES
UNITED VAN LINES INC.- FENTON	22304 NETWORK PLACE CHICAGO, IL 60673 UNITED STATES

Exide Technologies

RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
UNITEDHEALTHCARE ADMINISTERED PLAN	FOR EXIDE TECHNOLOGIES 22703 NETWORK PLACE CHICAGO, IL 60673 UNITED STATES
UNIVAR USA WAS BASIC CHEMICAL SOLUTIONS	FILE #56019 LOS ANGELES, CA 90074 6019 UNITED STATES
UPCHURCH ELECTRICAL SUPPLY COMPANY	2355 NORTH GREGG STREET PO BOX 8340 FAYETTEVILLE, AR 72703 0006 UNITED STATES
UPS SUPPLY CHAIN SOLUTIONS - ATLANTA	12380 MORRIS ROAD ATTN: MARC MUSGROVE ALPHARETTA, GA 30005 UNITED STATES
UPTIME TECHNOLOGY INC.	1000 BALA FARMS DR. WEST CHESTER, PA 19382 UNITED STATES
UR SERVICES INC.	730 BARBERRY DR. MILTON, GA 30004 UNITED STATES
URREA REAL ESTATE, LLC	1401 HILLS PLACE ATLANTA, GA 30318 UNITED STATES
URS CORPORATION	PO BOX 116183 ATLANTA, GA 30368-6183 UNITED STATES
US BANK	CM-9690 PO BOX 70870 SAINT PAUL, MN 55170 9690 UNITED STATES

Exide Technologies

RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
US TRUSTEE	PO BOX 70937 ACCOUNT # 1110211125 CHARLOTTE, NC 28272 UNITED STATES
VAN DORN DEMAG CORP.	11792 ALAMEDA DRIVE STRONGSVILLE, OH 44149 UNITED STATES
VANDERBILT'S #4	300 S ENTERPRISE DRIVE SALINA, KS 67401 UNITED STATES
VECTREN ENERGY DELIVERY	PO BOX 6248 INDIANAPOLIS, IN 46206 UNITED STATES
VELOCITY TECHNOLOGY SOLUTIONS WAS/WTS	1100 OLVIE WAY SUITE 1100 SEATTLE, WA 98101 UNITED STATES
VENTURA COUNTY AUTO PARTS INC	842 MISSION ROCK ROAD SANTA PAULA, CA 93060 UNITED STATES
VEOLIA ENVIRONMENTAL SERVICES-PORT WASH.	1275 MINERAL SPRINGS DR. ELECTRONICS RECYCLING DIVISION PORT WASHINGTON, WI 53074 UNITED STATES
VERITEXT CORP DBA NATIONAL DEPO	P.O. BOX 404743 ATLANTA, GA 30384 4743 UNITED STATES
VERITEXT CORP. - CLEVELAND	1301 EAST NINTH STREET, SUITE 100 CLEVELAND, OH 44114 UNITED STATES

Exide Technologies

RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
VERIZON	PO BOX 660108 DALLAS, TX 75266 0108 UNITED STATES
VERTEX INC	LOCKBOX 25528 25528 NETWORK PLACE CHICAGO, IL 60673 1255 UNITED STATES
VICTORY PACKAGING - DALLAS	P O BOX 844150 DALLAS, TX 75284 4150 UNITED STATES
VIPER PRECISION MACHINE - CHARLOTTE	521 BROADCAST DR. SPARTANBURG, SC 29303 UNITED STATES
VIRGINIA DEPARTMENT OF TAXATION	PO BOX 26627 RICHMOND, VA 23261-6627 UNITED STATES
VISION BANCORP METALS LLC	675 THIRD AVENUE NEW YORK, NY 10017 UNITED STATES
VSS, LLC - RIGELAND	303 BRAME ROAD RIDGELAND, MS 39157 UNITED STATES
VULCAN MANUFACTURING, INC.	1007 W. NORTH STREET SALINA, KS 67401 UNITED STATES
W&M ENVIRONMENTAL-WAS-WHITEHEAD & MUELLE	906 EAST 18TH STREET PLANO, TX 75074 UNITED STATES

Exide Technologies

RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
WABASH INDUSTRIAL SERVICES LLC.-WABASH	675 E. 250 S. WABASH, IN 46992 UNITED STATES
WADDLE MFG MACHINE CO	2816 CENTENNIAL ROAD SALINA, KS 67401 UNITED STATES
WALTON & COMPANY-YORK	PO BOX 20069 YORK, PA 17402 UNITED STATES
WANN AIR SYSTEMS	1650 MAPLE AVE. NOBLESVILLE, IN 46060 UNITED STATES
WASHINGTON STATE DEPT. OF REVENUE	PO BOX 34051 SEATTLE, WA 98124-1051 UNITED STATES
WATER ENERGY SYSTEMS TECH INC	13109 ARCTIC CIRCLE SANTA FE SPRINGS, CA 90670 UNITED STATES
WATTLES CO, THE - ENUMCLAW	35800 249TH AVE SE ATTN: CRAIG B WATTLES ENUMCLAW, WA 98022 UNITED STATES
WBC MECHANICAL, INC.	1801 FALLS AVENUE WATERLOO, IA 50701 UNITED STATES
WE BUY SCRAP	7540 S MILITARY TRAIL LAKE WORTH, FL 33463 UNITED STATES

Exide Technologies

RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
WEAVERS HARDWARE CO	732 FLEETWOOD-LYONS ROAD FLEETWOOD, PA 19522 UNITED STATES
WEBER PAPER COMPANY	4300 CHAVENELLE ROAD DUBUQUE, IA 52002 UNITED STATES
WEBFILINGS LLC	2625 N LOOP DRIVE, SUITE 2105 AMES, IA 50010 UNITED STATES
WEIR SLURRY GROUP, INC - CHICAGO	21976 NETWORK PLACE CHICAGO, IL 60673 UNITED STATES
WERKO MACHINE CO.	9200 COLLINS AVE. PENNSAUKEN, NJ 8110 UNITED STATES
WEST DRUM	P. O. BOX 3687 LONGVIEW, TX 75606 UNITED STATES
WESTCORE DELTA, LLC	PO BOX 844405 LOS ANGELES, CA 90084 4405 UNITED STATES
WESTERN EXTRALITE COMPANY	PO BOX 802816 KANSAS CITY, MO 64180 2816 UNITED STATES
WHITE & CASE LLP - NEW YORK	1155 AVENUE OF THE AMERICAS NEW YORK, NY 10036 UNITED STATES

Exide Technologies

RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
WILMINGTON IRON & METAL CO., INC.	2149 US RT 68 SOUTH WILMINGTON, OH 45177 UNITED STATES
WINSTEAD BUILDING	C/O STEPHEN C WOODARD JR PO DRAWER 1960 SMITHFIELD, NC 27577 UNITED STATES
WIRING BY WALL	PO BOX 14715 READING, PA 19612 UNITED STATES
WISCONSIN DEPARTMENT OF REVENUE	PO BOX 93208 MADISON, WI 53293 0208 UNITED STATES
WISE EL SANTO COMPANY INCORPORATED	PO BOX 8360 ST LOUIS, MO 63132 UNITED STATES
WKP (WIERCINSKI, KWIECINSKI, BACHR)	IBC II, 11 POLNA STREET WARSAW, 00 633 POLAND
WOLFF & SAMSON PC - WEST ORANGE	ONE BOLAND DRIVE WEST ORANGE, NJ 7052 UNITED STATES
WOODLANDS PROPERTIES, LLC - BIRMINGHAM	PO BOX 100576 BIRMINGHAM, AL 35210 UNITED STATES
WORKPLACE HEALTH SERVICES, LLC	2046 RELIABLE PARKWAY CHICAGO, IL 60686 0020 UNITED STATES

Exide Technologies

RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
WORLDWIDE BATTERY CO.INC.	9955 WEST POINT DRIVE SUITE 120 INDIANAPOLIS, IN 46256 UNITED STATES
WW GRAINGER	DEPT 859401507 PALATINE, IL 60038-0001 UNITED STATES
XACT DATA DISCOVERY	5800 FOXRIDGE DRIVE MISSION, KS 66202 UNITED STATES
XATA CORPORATION - PALATINE	DEPT CH 17402 PALATINE, IL 60055 UNITED STATES
XBRAND LIFTS LIMITED	225 COMMERCE STREET, UNIT 8 & 9 MONCTON, NB E1H 2GA CANADA
XPEDX	PO BOX # 677319 DALLAS, TX 75267 7319 UNITED STATES
XPEDX-CHICAGO	3568 SOLUTIONS CENTER CHICAGO, IL 60677-3005 UNITED STATES
XPEDX-PITTSBURGH	PO BOX 644520 PITTSBURGH, PA 15264-4520 UNITED STATES
YALE MATERIAL HANDLING OF HAM LAKE	15735 CENTRAL AVE NE HAM LAKE, MN 55304 UNITED STATES

Exide Technologies

RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code

THIRD PARTY	ADDRESS
YARD TRUCK SPECIALISTS INC	PO BOX 421 BENSALEM, PA 19020 UNITED STATES
YEAGER SUPPLY INC	BOX 1177 1440 N. 6HT STREET READING, PA 19603 UNITED STATES
YORKVILLE BATTERY WAS/MIKE SCHREPPPEL	5152 COMMERCIAL DR. EAST YORKVILLE, NY 13495 UNITED STATES
YOUNG CONAWAY STARGATT & TAYLOR, LLP	RODNEY SQUARE, 1000 NORTH KING STREET WILMINGTON, DE 19801 UNITED STATES
ZENITH CUTTER CO. - LOVES PARK	DEPT. #5519 P.O.BOX 1451 MILWAUKEE, WI 53201 UNITED STATES
ZINK SAFETY EQUIPMENT COMPANY	PO BOX 14398 LENEXA, KS 66285-4398 UNITED STATES
ZONES CORPORATE SOLUTIONS - AUBURN	1102 15TH ST., S.W.,STE 102 AUBURN, WA 98001 UNITED STATES

EXHIBIT 7.1

GUC TRUST AGREEMENT

EXIDE CREDITORS' LIQUIDATING TRUST AGREEMENT

This trust agreement (the "Agreement") dated as of _____, 2015 is entered into by and between Exide Technologies (the "Settlor" or "Debtor"), and _____ (the "Trustee"), for the benefit of the "Beneficiaries" (defined below) under the terms of the Second Amended Plan of Reorganization of Exide Technologies, dated February 4, 2015 (Docket No. 3096) (as amended or supplemented, the "Plan") confirmed by the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") in Chapter 11 Case No. 13-11482 (KJC) (the "Chapter 11 Case") by Order dated _____, 2015 (Docket No. [●]) (the "Confirmation Order").

RECITALS

A. The Bankruptcy Court entered the Confirmation Order on [_____], 2015, and the Plan became effective on [_____], 2015 (the "Effective Date").

B. The Trust (defined below) is established pursuant to the Plan as a liquidating trust in accordance with Treasury Regulation Section 301.7701-4(d) for the sole purpose of liquidating the GUC Trust Assets (defined below) in an expeditious and orderly manner and distributing the Net Proceeds (defined below) thereof to the Beneficiaries (defined below) in accordance with the Plan with no objective to continue or engage in the conduct of a trade or business except, to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trust and the Plan; and

C. The Trust is intended to qualify as a "grantor trust" for U.S. federal income tax purposes pursuant to Sections 671 through 677 of the Internal Revenue Code of 1986 (as amended, the "Tax Code"), with the Beneficiaries treated as the grantors and owners of the Trust.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Plan, the Debtor and the Trustee agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

1.1 Use of Plan Definitions. All capitalized terms which are used in this Agreement but not defined herein shall have the meaning set forth in the Plan, and if not in the Plan, in the Bankruptcy Code.

1.2 Definitions.

1.2.1 “**Additional Distribution**” means an amount no more than the difference between (a) what the Holders of Class A2 Senior Notes Alternative Distribution Class Claims would be entitled to receive under the Plan on account of their Senior Notes Deficiency Claims if net recoveries from GUC Trust Assets were distributed Pro Rata based on the aggregate amount of Allowed Senior Notes Deficiency Claims, Allowed Class D, and Allowed Class E Claims without regard to the GUC Trust Settlement Agreement and the allocation and distribution formulas included therein with respect to such other GUC Trust Assets and (b) what the Holders of Senior Notes Alternative Distribution Claims are entitled to receive under the Plan on account of their Senior Notes Deficiency Claims from such GUC Trust Assets subject to the allocation and distribution formulas included herein; provided however, that the Additional Distribution, together with the Preference Proceeds Distribution, shall not exceed the amount needed to enable Holders of Senior Notes Alternative Distribution Claims to receive on account of their Senior Notes Deficiency Claims what such Holders would have received in subsection (a) of this provision.

1.2.2 “**Beneficiaries**” means the Holders of Allowed (i) General Unsecured Claims, (ii) Subordinated Notes Claims, and (iii) Senior Notes Deficiency Claims, whether their Claims are Allowed before or after the Effective Date.

1.2.3 “**Creditors’ Committee**” means the official committee of unsecured creditors appointed pursuant to section 1102(a) of the Bankruptcy Code in the Chapter 11 Case on June 18, 2013, as may be reconstituted from time to time.

1.2.4 “**Disputed Claims Reserve**” means Cash in an amount required by order of the Bankruptcy Court, or in the absence of such order, equal to the Distributions which would have been made to the Holders of Disputed Trust Claims if such claims were Allowed.

1.2.5 “**Disputed Trust Claims**” means the General Unsecured Claims which are Disputed as that term is defined in the Plan.

1.2.6 “**Distribution**” means a distribution of property to a Beneficiary on account of a Trust Claim pursuant to this Agreement and the Plan.

1.2.7 “**Distribution Date**” means any date on which Distributions are made in accordance with this Agreement.

1.2.8 “**DTCC**” means the Depository Trust & Clearing Corporation and its successors and assigns.

1.2.9 “**Entity**” has the meaning ascribed to such term in section 101(15) of the Bankruptcy Code.

1.2.10 “**Exchange Act**” means the Securities and Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

1.2.11 “**Final Preference Repayment Date**” means the date on which the Trust shall have fully repaid \$3,000,000 in Net Proceeds from GUC Trust Preference Actions to the Reorganized Debtor.

1.2.12 “**GUC Trust Assets**” means the assets transferred to and vested in the Trust on the Effective Date pursuant to the Plan (or subsequent thereto), which assets are comprised of (a) the GUC Trust Cash Contribution, (b) the GUC Trust IP Transaction Proceeds, (c) the GUC Trust LME Pricing Litigation Assets, and (d) the GUC Trust Causes of Action.

1.2.13 “**GUC Trust Board**” means the three (3) member oversight board for the Trust, two (2) members of which shall be selected by the Creditors’ Committee and one (1) member of which shall be selected by the Unofficial Noteholder Committee. The initial members of the GUC Trust Board are identified on Exhibit A annexed hereto.

1.2.14 “**GUC Trust Cash Contribution**” means the \$3,000,000.00 to be contributed by the Debtor or the Reorganized Debtor to the Trust on the Effective Date to fund the Trust’s costs and expenses, which amount shall be repaid by the Trust to the Reorganized Debtor from the first \$3,000,000.00 in Net Proceeds from GUC Trust Preference Actions, but which is otherwise not repayable.

1.2.15 “**GUC Trust Causes of Action**” means (a) the GUC Trust Preference Actions, (b) the LME Pricing Claims, and (c) such other Causes of Action that may be identified and either (i) agreed to among the Debtor or Reorganized Debtor, the Creditors’ Committee and the Unofficial Noteholder Committee or (ii) ordered to be contributed to the Trust pursuant to a Final Order of the Bankruptcy Court, prior to the Effective Date, pursuant to and in accordance with the terms of the GUC Trust Settlement Agreement and Article 7.5 of the Plan, and as set

forth in Exhibit 7.3 of the Plan, in each circumstance only to the extent such Causes of Action are not released pursuant to Article 12.6 of the Plan.

1.2.16 “**GUC Trust IP Transaction Proceeds**” means the 45% of the IP Transaction Proceeds allocable to the Trust: (i) 55% of which shall be distributable first, to Beneficiaries who are Holders of Allowed Senior Notes Alternative Distribution Claims to satisfy the requirements of the Additional Distribution, and subsequently on a Pro Rata basis to all Holders of Allowed Senior Notes Deficiency Claims, and (ii) 45% of which shall be distributable Pro Rata to Beneficiaries who are Holders of Allowed Other General Unsecured Claims.

1.2.17 “**GUC Trust LME Pricing Litigation Assets**” means (a) the right to pursue LME Pricing Claims pursuant to and in accordance with the terms of the GUC Trust Settlement Agreement and the Net Proceeds thereof, which shall be deposited in the Trust, with (i) 45% distributable first, to Beneficiaries who are Holders of Allowed Senior Notes Alternative Distribution Claims to satisfy the requirements of the Additional Distribution, and subsequently on a Pro Rata basis to all Holders of Allowed Senior Notes Deficiency Claims, and (ii) 55% distributable Pro Rata to the Beneficiaries who are Holders of Allowed Other General Unsecured Claims, in accordance with the terms of the GUC Trust Settlement Agreement, and (b) the Net Proceeds arising from any monetary compensation, rights of restitution, or other pecuniary benefits to which the Debtor or Reorganized Debtor, as applicable, is entitled as a result of a public/governmental antitrust enforcement action relating to LME Pricing Claims, which shall be deposited in the Trust for distribution Pro Rata to Beneficiaries who are the Holders of Allowed General Unsecured Claims in accordance with the terms of the GUC Trust Settlement Agreement.

1.2.18 “**GUC Trust Preference Actions**” means those certain Avoidance Actions arising under sections 547 and 550 of the Bankruptcy Code, transferred to the Trust on the Effective Date, which Avoidance Actions have been agreed among the Debtor, the Creditors’ Committee, and the Unofficial Noteholder Committee, pursuant to and in accordance with the GUC Trust Settlement Agreement and which are or shall be identified on Exhibit B.

1.2.19 “**GUC Trust Settlement Agreement**” means that certain agreement approved by the Bankruptcy Court on February 4, 2015 (Docket No. 3093), as may be amended, supplemented, restated, or otherwise modified from time to time with the written agreement of the parties thereto, which sets forth the terms of the settlement among the Debtor, the Creditors’ Committee, and certain members of the Unofficial Noteholder Committee.

1.2.20 “**Investment Company Act**” means the Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder.

1.2.21 “**IP Transaction**” means the monetization of intellectual property through any offset or similar transaction identified by the Reorganized Debtor in its reasonable business judgment and in consultation with the Trustee in accordance with the GUC Trust Settlement Agreement.

1.2.22 “**IP Transaction Proceeds**” means the Net Proceeds from any IP Transaction (which amount shall be determined by the Reorganized Debtor in its reasonable business judgment and in consultation with the Trustee, after reimbursement to the Reorganized Debtor for the IP Advisor’s fees and expenses), which shall be distributed 55% to the Reorganized Debtor and 45% to the Trust, in accordance with the terms of the GUC Trust Settlement Agreement.

1.2.23 “**LME Pricing Claims**” means any private antitrust action, price competition action, or similar action to the extent permitted by applicable law, whether the foregoing arises under United States law or the laws of foreign jurisdictions, for damages to the Debtor and/or its Subsidiaries or Affiliates resulting from alleged lead price manipulation that is the subject of the investigation conducted by the Creditors’ Committee and the Debtor beginning in or about April 2014, pursuant to and in accordance with the terms and conditions of the GUC Trust Settlement Agreement.

1.2.24 “**Net Proceeds**” means the gross proceeds generated through the liquidation and monetization of the GUC Trust Assets or any portion thereof, less charges, costs and expenses that are rightly deducted and attributable to the liquidation and monetization of such GUC Trust Assets.

1.2.25 “**Other General Unsecured Claims**” means all Subordinated Notes Claims and all General Unsecured Claims.

1.2.26 “**Preference Proceeds Distribution**” means an amount from net proceeds of GUC Trust Preference Actions distributable to Holders of Senior Notes Eligible Holder Claims equal to (a) \$1.5 million divided by Allowed Class D Claims plus the Allowed Class E Claims multiplied by (b) the Senior Notes Deficiency Claim of Holders of Senior Notes Alternative Distribution Claims.

1.2.27 “**Pro Rata**” means with respect to Claims at any time, the proportion that the Face Amount of a Claim in a particular Class or Classes bears to the aggregate Face Amount of all Claims (including Disputed Claims, but excluding disallowed Claims) in such Class or Classes.

1.2.28 “**Securities Act**” means the Securities Act of 1933, as amended and the rules and regulations promulgated thereunder.

1.2.29 “**Senior Notes**” means the 8.625% Senior Secured Notes due 2018 issued by Exide Technologies pursuant to the Senior Notes Indenture.

1.2.30 “**Senior Notes Deficiency Claim**” means the portion of the Senior Notes Claim that is unsecured pursuant to section 506(a) of the Bankruptcy Code, which shall be Allowed for all purposes under the Plan in the amount of [\$659.8] million.

1.2.31 “**Senior Notes Indenture**” means that certain indenture dated as of January 25, 2011, pursuant to which the Senior Notes were issued.

1.2.32 “**Senior Notes Indenture Trustee**” means the indenture trustee for the Senior Notes appointed under the Senior Notes Indenture.

1.2.33 “**Subordinated Notes**” means those floating rate convertible senior subordinated notes due September 18, 2013 issued pursuant to the Subordinated Notes Indenture.

1.2.34 “**Subordinated Notes Claim**” means a Claim of a Subordinated Notes Holder arising under or as a result of the Subordinated Notes, which Claims shall be Allowed for all purposes under the Plan in the aggregate amount of \$51,900,000, and which for the avoidance of doubt shall not be subject to any avoidance, reductions, recharacterization, counterclaim, defense, disallowance, impairment, objection, or any challenges under applicable law or regulation, provided, however, that the rights of holders of Class A2 Senior Notes Alternative Distribution Class Claims who voted against the Plan shall not be waived or impaired, provided further however, that the subordination rights of the Holders of Senior Notes Alternative Distribution Claims that voted against the Plan shall only be enforced to the extent of such

Holder's Pro Rata share of any distributions that would otherwise be made to all Holders of Senior Notes, but for the waiver of subordination provided for in the Plan.

1.2.35 "**Subordinated Notes Indenture**" means that certain indenture for the Subordinated Notes between Exide Technologies and the Subordinated Notes Indenture Trustee, dated as of March 18, 2005.

1.2.36 "**Subordinated Notes Indenture Trustee**" means U.S. Bank National Association, in its capacity as indenture trustee for the Subordinated Notes pursuant to the Subordinated Notes Indenture.

1.2.37 "**Trust**" means the liquidating trust established pursuant to the terms of this Agreement, and is the liquidating trust referred to as the "GUC Trust" in the Plan.

1.2.38 "**Trust Claim(s)**" means the Claims of the Beneficiaries on account of which the Beneficiaries are entitled to receive a Distribution pursuant to the terms of the Plan and this Agreement.

1.2.39 "**Trustee**" shall mean (a) initially, the individual identified as the "Trustee" above, and (b) any successors or replacements duly appointed under the terms of this Agreement, and who is referred to as the "GUC Trust Trustee" in the Plan.

1.2.40 "**UCC Trust Board Member**" shall mean the two (2) members of the GUC Trust Board appointed by the Creditors' Committee, and any successors thereto.

1.2.41 "**UNC Trust Board Member**" shall mean the one (1) member of the GUC Trust Board appointed by the Unofficial Noteholder Committee, and any successors thereto.

1.2.42 "**Unofficial Noteholder Committee**" means the unofficial committee of unaffiliated holders (which include holders or investment advisors or managers of discretionary

accounts) of Senior Notes represented by Paul, Weiss, Rifkind, Wharton & Garrison LLP and Young Conaway Stargatt & Taylor, LLP.

1.3 Headings; Interpretation. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect any provisions of this Agreement. Words denoting the singular number shall include the plural number and vice versa, and words denoting one gender shall include the other gender.

1.4 Particular Words. Reference in this Agreement to any Section or Article is, unless otherwise specified, to that Section or Article under this Agreement. The words “hereof,” “herein,” “hereunder,” and similar terms shall refer to this entire Agreement and not to any particular Section or Article of this Agreement.

ARTICLE II

DECLARATION OF TRUST

2.1 Establishment of the Trust. Pursuant to the Plan, the Debtor hereby constitutes and establishes the Trust on behalf of, and for the benefit of, the Beneficiaries effective as of the Effective Date of the Plan. The Trustee may conduct the affairs of the Trust under the name of the “Exide Creditors’ Liquidating Trust.” The sole purpose of the Trust is the liquidation and distribution of the GUC Trust Assets in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. The Trust shall engage only in activities reasonably necessary to, and consistent with the liquidating purpose of the trust.

2.2 Transfer of Assets. Pursuant to sections 1123(a)(5)(B) and 1123(b)(3)(B) of the Bankruptcy Code and in accordance with the Plan and Confirmation Order, the Settlor hereby grants, releases, assigns, conveys, transfers and delivers, on behalf of the Beneficiaries, all of the

Settlor's right, title and interest in the GUC Trust Assets to the Trust as of the Effective Date in trust for the benefit of the Beneficiaries, free and clear of any and all Liens, Claims, Encumbrances, and Interests (legal, beneficial, or otherwise) of all other Entities to the maximum extent contemplated by and permissible under the Plan, the Confirmation Order, or section 1141(c) of the Bankruptcy Code for the uses and purposes as specified in this Agreement.

2.3 Tax Treatment. It is intended that the Trust be classified for federal income tax purposes as a "liquidating trust" within the meaning of Treasury Regulations Section 301.7701-4(d) and as a "grantor trust" within the meaning of Sections 671 through 679 of the Tax Code. In furtherance of this objective, the Trustee shall, in its business judgment, endeavor in good faith not to unduly prolong the duration of the Trust. For all federal income tax purposes, all parties (including the Debtor, Reorganized Debtor, the Trustee, and the Beneficiaries) shall treat the transfer of the GUC Trust Assets allocable to the Beneficiaries as a transfer to such Beneficiaries of their proportionate interests in the GUC Trust Assets followed by a transfer by such Beneficiaries of such interests in the GUC Trust Assets to the Trust in exchange for beneficial interests in the Trust. The Beneficiaries under the Trust will be treated as the deemed owners of the Trust. All such Beneficiaries shall use the valuation of the GUC Trust Assets transferred to the Trust as established by the Trustee for all federal income tax purposes. The Trust will be responsible for filing information on behalf of the Trust as grantor trust pursuant to Treasury Regulation Section 1.671-4(a). The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes.

2.4 Securities Law. It is intended that the interests of the Beneficiaries in the Trust (the "Beneficial Interests") and the entitlements hereunder, if any, of such Beneficiaries, shall not constitute "securities." To the extent the Beneficial Interests or any entitlements of the

Beneficiaries are deemed to be “securities,” the issuance of the Beneficial Interests or the entitlements of the Beneficiaries hereunder or under the Plan shall be exempt, pursuant to Section 1145 of the Bankruptcy Code or Section 4(a)(2) of the Securities Act, from registration under the Securities Act, and any applicable state and local laws requiring registration of securities. If the Trustee determines, with the advice of counsel, that the Trust is required to comply with registration and/or reporting requirements of the Securities Act, the Exchange Act, the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”), or the Investment Company Act, then the Trustee shall take any and all actions to comply with such registration and reporting requirements, if any, and file reports with the Securities and Exchange Commission to the extent required by applicable law. Notwithstanding the foregoing procedure, nothing herein shall be deemed to preclude the Trustee from amending this Agreement to make such changes as are deemed necessary or appropriate by the Trustee, with the advice of counsel, to ensure that the Trust is not subject to registration and/or reporting requirements of the Securities Act, the Exchange Act, the Trust Indenture Act or the Investment Company Act, except that no amendment to this Agreement may be made which would not be permitted by Article X of this Agreement. The Beneficial Interests do not and shall not be deemed to constitute securities of the Debtor or the Reorganized Debtor.

2.5 Capacity of Trust. Notwithstanding any state or federal law to the contrary or anything herein, the Trust shall itself have the capacity, in its own right and name, to act or refrain from acting, including the capacity to sue and be sued and to enter into contracts. The Trust may alone be the named movant, respondent, party plaintiff or defendant, or the like in all adversary proceedings, contested matters, and other state or federal proceedings brought by or against it, and may settle and compromise all such matters in its own name.

2.6 GUC Trust Cash Contribution. On the Effective Date, and in accordance with the Plan, the Debtor or Reorganized Debtor shall deposit Cash in the amount of \$3,000,000.00 into the Trust by wire transfer, representing the GUC Trust Cash Contribution.

2.7 No Rights of Debtor or Reorganized Debtor. Neither the Debtor nor the Reorganized Debtor shall have a Claim to, right, or Interest in, whether direct, residual, contingent or otherwise, the GUC Trust Assets once such assets have been transferred to the Trust, *provided, however*, that pursuant to the Plan, the Trust shall use the first \$3,000,000.00 of Net Proceeds from the GUC Trust Preference Actions to repay the GUC Trust Cash Contribution to the Reorganized Debtor. Until the Final Preference Repayment Date, the Trustee shall (i) make quarterly payments of Net Proceeds of GUC Trust Preference Actions to the Reorganized Debtor provided that there are at least \$250,000 Net Proceeds of GUC Trust Preference Actions available at such time (except for the payment made on the Final Preference Repayment Date, which can be less than \$250,000) and (ii) provide a quarterly report to the Reorganized Debtor of all Net Proceeds on account of GUC Trust Preference Actions. For the avoidance of doubt, the GUC Trust Cash Contribution shall not be fully repayable if Net Proceeds on account of the GUC Trust Preference Actions are less than \$3,000,000.00.

2.8 Safekeeping of GUC Trust Assets. All GUC Trust Assets shall, until distributed as provided herein, be held in trust for the benefit of the Beneficiaries in accordance with the Plan and this Agreement. The Trustee shall be under no liability for interest or producing income on any moneys received by it hereunder and held for distribution to the Beneficiaries, except as such interest or income shall actually be received by the Trust.

ARTICLE III

THE TRUSTEE AND THE ADMINISTRATION OF THE TRUST

3.1 Appointment. Pursuant to the Plan, Peter Kravitz of Province Inc. has been designated to serve as the initial Trustee, and, as of the Effective Date, he hereby accepts such appointment and agrees to serve in such capacity. The Trustee accepts the Trust created by this Agreement and the grant, assignment, transfer, conveyance, and delivery to the Trustee, on behalf of, and for the benefit of the Beneficiaries, by the Debtor or the Reorganized Debtor of all of its rights, title, and interest in the GUC Trust Assets, upon and subject to the terms and conditions set forth in this Agreement, the Plan and the Confirmation Order. The Trustee shall be deemed to be appointed pursuant to Bankruptcy Code section 1123(b)(3)(B).

3.2 Generally. The Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purpose of the Trust and the Trustee shall act in the best interests of the Beneficiaries and in furtherance of the purpose of the Trust and the Trustee shall use commercially reasonable efforts to resolve the GUC Trust Causes of Action and to make timely distributions of any proceeds therefrom and to otherwise monetize the GUC Trust Assets and not unreasonably prolong the duration of the Trust. The Trustee shall have authority to bind the Trust, and for all purposes of this Agreement, shall be acting as Trustee, and not in his individual capacity. Subject to the provisions of this Agreement, as of the date that the GUC Trust Assets are transferred to the Trust, the Trustee on behalf of the Trust may control and exercise authority over the GUC Trust Assets, over the acquisition, management and disposition thereof, and over the management and conduct of the affairs of the Trust. The Trustee shall file (or cause to be filed) any statements, returns, or disclosures relating to the Trust that are required by any governmental unit.

3.3 Powers. The rights and powers of the Trustee on behalf of the Trust shall include the following, and any rights and powers reasonably incidental thereto that the Trustee, in its reasonable discretion, deems necessary or appropriate to fulfill the purpose of the Trust, without any further Bankruptcy Court approval (but subject to consultation with, the oversight of, and the approval of the GUC Trust Board as such direction, oversight and approval are provided for by the terms of this Agreement). Accordingly, the Trustee on behalf of the Trust shall have the standing and the authority to:

- A. receive, manage, invest (subject to Section 3.3(S) below), supervise, protect, sell, liquidate, and, where appropriate, abandon the GUC Trust Assets;
- B. open and maintain bank accounts on behalf and in the name of of the Trust;
- C. enter into any agreement or execute any document or instrument required by or consistent with the Plan, the Confirmation Order or this Agreement, and to perform all obligations thereunder;
- D. calculate and make Distributions to the Beneficiaries under this Agreement in accordance with the Plan and take other actions consistent with the Plan, including the maintenance of appropriate reserves (including the Disputed Claims Reserve), in the name of the Trust;
- E. maintain the books and records of the Trust, including any books and records of the Debtor transferred to the Trust;
- F. withdraw, make Distributions and pay taxes and other obligations owed by the Trust from funds held by the Trust in accordance with the Plan or applicable law;
- G. incur and pay reasonable and necessary expenses in connection with the implementation and consummation of the Plan in accordance with and consistent with this Agreement;
- H. make decisions without Bankruptcy Court approval, but subject to approval of the GUC Trust Board, regarding the retention or engagement of professionals to perform services for or on behalf of the Trust, and to assist the Trustee in carrying out its powers and duties, and to pay, without Bankruptcy Court approval, but subject to approval of the GUC Trust Board, all reasonable fees and expenses of such professionals retained by

the Trust, including the fees and expenses of professionals, accruing from and after the Effective Date;

- I. investigate (including causing the Trust to seek the examination of any Person pursuant to Federal Rule of Bankruptcy Procedure 2004), enforce, compromise, adjust, arbitrate, prosecute, sue on or defend, assign, sell, waive, withdraw, abandon, or otherwise resolve, settle, release, or dismiss in accordance with the terms this Agreement, the Plan and the Confirmation Order, claims in favor of, or against, the Trust (including the GUC Trust Causes of Action);
- J. determine and satisfy any and all liabilities created, incurred, or assumed by the Trust;
- K. pay all expenses, debts, and other liabilities of the Trust and make all other payments relating to the GUC Trust Assets;
- L. seek a determination of tax liability under section 505 of the Bankruptcy Code or otherwise and to pay, or cause to be paid, from the assets of the Debtor or Reorganized Debtor transferred to the Trust, any taxes incurred by the Trustee after the Effective Date;
- M. prepare and file tax returns and related forms and filings on behalf of the Trust, cause the Trust to make all tax withholdings, file tax information returns, file and prosecute tax refund claims, and make tax elections by and on behalf of the Trust;
- N. withhold from the amount distributable to any Person the maximum amount needed to pay any tax or other charge that the Trustee has determined, based upon the advice of its agents and/or professionals, may be required to be withheld from such Distribution under the income tax or other laws of the United States or of any state or political subdivision thereof;
- O. establish, maintain, and adjust reserves for trust operations, taxes, assessments, and other expenses of administration of the Trust as may be necessary and appropriate in the discretion of the Trustee for the proper administration of the Trust;
- P. obtain and maintain insurance coverage with respect to the liabilities and obligations of the Trustee and the Trust (in the form of an errors and omissions policy, fiduciary policy or otherwise);
- Q. obtain and maintain insurance coverage with respect to personal property which may become GUC Trust Assets, if any;

- R. subject to approval of the GUC Trust Board, borrow funds on behalf of the Trust to the extent determined by the Trustee for purposes consistent with the Trust;
- S. invest any moneys held as part of the GUC Trust Assets in interest-bearing accounts maintained with a domestic bank or other financial institution having a shareholders' equity or equivalent capital of not less than [Five Hundred Million Dollars], subject to the terms of Section 3.5(d) hereof; and
- T. exercise such other powers as may be vested in or assumed by the Trust or the Trustee pursuant to the Plan, an order of the Bankruptcy Court, or as may be necessary, proper, and appropriate to carry out the provisions of the Plan subject to approval of the GUC Trust Board as otherwise expressly set forth in this Agreement, including without limitation the timing of the closing of the Trust.

3.4 Limitations.

(a) The Trustee shall not be, and is not, authorized to engage in any trade or business with respect to the GUC Trust Assets, and shall engage only in activity reasonably necessary to, and consistent with, the liquidating purpose of the Trust. All actions taken by the Trustee shall be consistent with the expeditious but orderly liquidation of the GUC Trust Assets as is required by applicable law and consistent with the treatment of the Trust as a liquidating trust under Treasury Regulation Section 301.7701-4(d). In no circumstance shall the Trustee be the representative of the Reorganized Debtor and the Trustee shall use best efforts to conspicuously show that the Trustee represents the Trust, which should not be confused with the Reorganized Debtor.

(b) Under no circumstances shall the Trustee be authorized or contend it is authorized to incur liability on behalf of the Debtor or the Reorganized Debtor, and any and all liability incurred by the Trustee, whether for expenses of prosecution, payment of sanctions, or otherwise, shall be the exclusive liability of the Trust and not the liability of the Debtor or the Reorganized Debtor.

(c) In all circumstances, the Trustee shall act in the best interests of all Beneficiaries and in furtherance of the purposes of the Trust, and shall consult with the GUC Trust Board as the same is provided for pursuant to the terms of this Agreement.

(d) The Trustee shall liquidate and convert to Cash the GUC Trust Assets in an expeditious but orderly manner, make timely Distributions in accordance with the Plan, and not unduly prolong the duration of the Trust.

(e) Any investments of the Cash portion of the GUC Trust Assets by the Trustee must be permitted investments for a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d), or under applicable Internal Revenue Service guidelines, rulings, or other controlling authorities. Any such permitted investments must be liquid, highly-rated short-term investments of which the length of term shall be consistent with the obligations to pay costs, expenses and other obligations and make distributions under this Agreement and the Plan, which investments shall consist of (a) short-term investments issued or guaranteed by the United States or by a department, agency or instrumentality of the United States, (b) other short-term instruments of the highest credit rating available of two nationally recognized rating agencies, in each case after consultation with the GUC Trust Board, or (c) other similar short-term investments approved by the GUC Trust Board. The Trustee shall not be liable for interest or obligated to produce income on any monies received by the Trust and held for Distribution to the Beneficiaries, except as such interest or other income shall actually be received by the Trust.

(f) Notwithstanding anything in this Agreement to the contrary, the Trustee will not have the authority to take any action inconsistent with the Plan, the Confirmation Order, or this Agreement.

3.5 Valuation of GUC Trust Assets. As soon as practicable after the Effective Date in light of the valuation's tax purpose, the Trustee shall make a good-faith valuation of the GUC Trust Assets, and such valuation shall be made available from time to time, to the extent relevant, and shall be used consistently by all parties (including the Reorganized Debtor, the Trustee, and the Beneficiaries) for all federal income tax purposes.

3.6 Trustee Action. The Trustee shall hold, collect, conserve, protect and administer the Trust in accordance with the provisions of this Agreement and the Plan, and pay and distribute amounts as set forth herein for the purposes set forth in the Plan and this Agreement. Any good faith determination by the Trustee as to what actions are in the best interests of the GUC Trust shall be determinative. Subject to the terms of this Agreement, without limiting the generality of the previous sentence, the Trustee may, but shall not be required to, consult with and retain and pay in the ordinary course of business, attorneys, experts, financial advisors, accountants, appraisers, and other professionals the Trustee believes have qualifications necessary to assist in the administration of the Trust, including professionals previously retained by the Debtor or the Creditors' Committee. For the avoidance of doubt, and without limitation of applicable law, nothing in this Agreement shall limit the Trustee from engaging the Trustee's firm or its affiliates, to do work for the Trust.

3.7 Bankruptcy Court Approval of Trustee Actions. Except as may be provided in the Plan or otherwise specified in this Agreement, the Trustee need not (i) obtain an order or approval of the Bankruptcy Court in the exercise of any power, rights, or discretion conferred hereunder, or (ii) account to the Bankruptcy Court. The Trustee shall exercise his discretion and judgment for the benefit of the Beneficiaries in order to maximize the value of the GUC Trust Assets and Distributions, giving due regard to the cost, risk, and delay of any course of action.

Notwithstanding the foregoing in this Section 3.7, the Trustee may submit to the Bankruptcy Court any matter regarding which the Trustee may desire to have explicit approval of the Bankruptcy Court for the taking of any specific action proposed to be taken by the Trustee with respect to the GUC Trust Assets or other aspect of administration of the Trust, the Trust, this Agreement, the Plan, including the administration and Distribution of the GUC Trust Assets and the proceeds thereof. The Bankruptcy Court shall retain jurisdiction for such purposes to the maximum extent permitted by law and shall approve or disapprove any such proposed action upon a motion or application filed by the Trustee. In addition, subject to Section 3.4 of this Agreement, the Trustee shall have the authority, but not the obligation, to seek Bankruptcy Court approval to sell or transfer any GUC Trust Asset free and clear of any and all Liens, Claims, encumbrances, and Interests.

3.8 Trustee as the Representative of the Estate. Solely with respect to the GUC Trust Assets, the Trustee is automatically, and without need for further notice or approval of the Bankruptcy Court or the Reorganized Debtor, designated and deemed the representative of the Estate pursuant to section 1123(b)(3)(B) of the Bankruptcy Code to investigate, enforce, pursue, sell, compromise, settle, release, withdraw, dismiss, or abandon any GUC Trust Causes of Action transferred to the Trust in accordance with the terms of this Agreement, the Plan, and the Confirmation Order. The Reorganized Debtor shall consult with the Trustee before seeking to close the Estate and the Trustee shall have recourse to the Bankruptcy Court to address any disputes regarding same. Subject to the terms of the Plan, Confirmation Order, and this Agreement, the Trust shall also be entitled to assert all of the Estates' rights under section 558 of the Bankruptcy Code.

3.9 GUC Trust Causes of Action. The Trustee, in his reasonable, sole discretion after consultation with the GUC Trust Board, shall determine whether to investigate, sue, settle, release, withdraw, dismiss, compromise, or enforce any GUC Trust Causes of Action (or decline to do any of the foregoing), and shall not be required to provide any notice or seek approval of the Bankruptcy Court for any such action, *provided, however*, the GUC Trust Board must authorize the Trustee to commence any GUC Trust Cause of Action, and to settle, release, withdraw, dismiss, or compromise any GUC Trust Cause of Action other than any GUC Trust Preference Action that is asserted for the amount of \$250,000 or less.

3.10 LME Pricing Claims Protocols.

(a) The Reorganized Debtor shall use commercially reasonable efforts to cooperate with the Trustee in connection with investigating and prosecuting any LME Pricing Claims, including, but not limited to, providing documents or communications as required. Notwithstanding the foregoing, the Trustee will seek to preserve and protect all applicable privileges and work-product relating to the LME Pricing Claims. In connection with the LME Pricing Claims, any applicable privilege of the Debtor, the Estate, the Reorganized Debtor, or the Creditors' Committee, including but not limited to any attorney-client privilege or work-product privilege attaching to any documents or communications (whether written or oral) associated with the LME Pricing Claims, and all defenses, claims, counterclaims and rights of setoff or recoupment shall vest in the Trust and may be asserted by the Trustee. The Plan and the Confirmation Order shall include a provision that the Trust's receipt of such information shall not waive such privileges and all such privileges are preserved. As soon as reasonably practicable after the Effective Date, the Reorganized Debtor will provide materials relating to the LME Pricing Claims to the Trust. Material that is not directly related to the LME Pricing Claims

will be redacted and/or not disclosed to the Trustee. The Debtor's special counsel, King & Spalding, LLP, will retain a copy of the disclosed material in the event that it is asked to respond in any subsequent proceeding.

(b) Pursuant to the GUC Trust Settlement Agreement, Plan and Confirmation Order, additional counsel, if any, to continue investigating and/or prosecuting any LME Pricing Claims may be retained by the Trust, with approval by the GUC Trust Board, on a contingency basis on prevailing market terms for private antitrust actions. Expert witnesses, if any, will be retained on prevailing market terms for private antitrust actions; if fees for such professionals exceed the funds in the Trust, the Entities pursuing the private action must find alternative sources of funding.

(c) Pursuant to the GUC Trust Settlement Agreement, Plan and Confirmation Order, with respect to LME Pricing Claims, the Reorganized Debtor and the Trustee (with the approval of the GUC Trust Board) must agree to any actions against parties not originally identified as potential targets in connection with the Creditor's Committee's motions pursuant to Bankruptcy Rule 2004 filed on December 18, 2014 (Docket Nos. 2787 and 2788) (the "Rule 2004 Motions"), and as identified on the record at the hearing held before the Bankruptcy Court on January 22, 2015, in connection with the Rule 2004 Motions (these parties shall include any affiliates thereof) or otherwise agreed to by the Debtor and the Committee prior to the Effective Date. The Reorganized Debtor shall consent to any reasonable request that is consistent with the GUC Trust Settlement Agreement by the Trustee to add any additional parties and the Bankruptcy Court shall resolve any disputes as to whether any actions can be commenced against such additional parties. If the Bankruptcy Court is required to determine whether any

additional parties should be added to the investigation, all proceedings relating to such determination shall be confidential and presented in camera to the extent permitted by law.

(d) To the extent commercially reasonable and permitted by applicable law, the Reorganized Debtor agrees to direct and cause the Reorganized Debtor's foreign Affiliates to assign their respective LME Pricing Claims to the Trust or to appoint the Trustee as the agent of the foreign Affiliates to pursue any such claims and to the extent permitted by applicable law, to use commercially reasonable efforts to cooperate with the Trustee in connection with investigating and prosecuting any LME Pricing Claims.

3.11 GUC Trust Preference Action Protocols.

(a) Pursuant to the GUC Trust Settlement Agreement, Plan and Confirmation Order, prior to asserting any claims against certain agreed upon Preference Targets (as defined in the GUC Trust Settlement Agreement), the Trustee shall provide the Reorganized Debtor with a list of such Preference Targets against which the Trust intends to pursue GUC Trust Preference Actions and the Reorganized Debtor shall have the absolute right to direct the Trustee and the Trust not to pursue any such Preference Target, *provided, however*, the Reorganized Debtor may not designate more than \$500,000 in Avoidance Actions (net of defenses) that the Trust cannot pursue.

(b) The Reorganized Debtor shall use commercially reasonable efforts to cooperate with the Trustee in connection with investigating and prosecuting GUC Trust Preference Actions, including with respect to providing documents, evidence and information as required. Notwithstanding the foregoing, the Trustee will seek to preserve and protect all applicable privileges and work-product relating to the GUC Trust Preference Action, including but not limited to any attorney-client privilege or work-product privilege attaching to any

documents or communications (whether written or oral). The Plan and the Confirmation Order shall include a provision that the Trustee's receipt of such information shall not waive any privileges and all such privileges are preserved. Material that is not directly related to the GUC Trust Preference Actions will be redacted and/or not disclosed to the Trustee. To the extent that the Reorganized Debtor's actual, reasonable, and documented out-of pocket costs and expenses incurred in cooperating with the Trustee exceed \$250,000, the Trustee shall reimburse any such costs and expenses above \$250,000 from the proceeds of the GUC Trust Preference Actions within thirty (30) days of receiving a request for such reimbursement. For the avoidance of doubt, such out-of pocket costs and expenses shall not include, among other things, any time expended by the Debtor's personnel. The Trustee and/or the GUC Trust Board shall raise any disputes relative to the amount of such out-of pocket costs and expenses within thirty (30) days of receiving a request for reimbursement, and the Bankruptcy Court shall resolve any such disputes that are not resolved between and among the Reorganized Debtor, the Trustee and the GUC Trust Board.

(c) The first \$3,000,000.00 of the Net Proceeds of the GUC Trust Preference Actions shall be used to reimburse the Reorganized Debtor for the GUC Trust Cash Contribution. The next \$1,500,000.00 in Net Proceeds of the GUC Trust Preference Actions shall be allocated and distributable on a Pro Rata basis to the Beneficiaries who are Holders of Allowed Other General Unsecured Claims pursuant to and in accordance with the terms of the GUC Trust Settlement Agreement and Plan. Any additional Net Proceeds of the GUC Trust Preference Actions shall be allocated and distributable Pro Rata to the Beneficiaries who are Holders of Allowed Other General Unsecured Claims and Senior Notes Deficiency Claims, *provided, however*, that in order to allow for holders of Senior Notes Alternative Distribution

Claims to receive up to a pro rata distribution of net proceeds of the GUC Trust Assets, the Preference Proceeds Distribution shall be allocated and distributed Pro Rata to Holders of Senior Notes Alternative Distribution Claims from any Net Proceeds of the GUC Trust Preference Actions otherwise distributable to Holders of Senior Notes Eligible Claims.

3.12 General Unsecured Claims Resolution. The Reorganized Debtor shall be responsible for (a) all aspects of the General Unsecured Claims reconciliation process (except making Distributions to Holders of General Unsecured Claims, and (b) all of the costs associated with such reconciliation. The Reorganized Debtor shall consult with the Trustee on a periodic basis as is reasonably requested by the Trustee regarding the Claims reconciliation process. The Reorganized Debtor shall (x) object to General Unsecured Claims and shall provide the Trustee with notice and an opportunity to object to all Claims that the Reorganized Debtor seeks to resolve for an amount greater than \$20,000, and (y) use commercially reasonable efforts in administering all aspects the Claims reconciliation process. If the Trustee cannot agree with the Reorganized Debtor with respect to the resolution of any Claim greater than \$20,000, then the Trustee shall be permitted to resolve such Claim and the Trust shall bear the costs with respect to resolving such Claim, *provided, however*, that the Trust must obtain the approval of the GUC Trust Board to resolve any Claim for \$250,000 or more. The Trustee shall be entitled to conclusively rely on information from the Reorganized Debtor about the status and determination of General Unsecured Claims, including which Claims are Disputed, which Claims have been Disallowed or Allowed, and the Allowed amounts of the Claims. In addition, the Trustee may rely upon the claims register provided by the Reorganized Debtor.

3.13 Periodic Consultation with GUC Trust Board. In addition to the other consultation and reporting requirements set forth in this Agreement, the Trustee shall report and

consult with the GUC Trust Board at his discretion or as reasonably requested by the GUC Trust Board or any member thereof concerning the status and administration of the Trust and the GUC Trust Assets, provided, however, that the Trustee shall be required to report to the GUC Trust Board at least once each calendar quarter commencing 90 days after the Effective Date.

3.14 Other Activities. Any individual serving as the Trustee, other than in his individual capacity as such, shall be entitled to perform services for and be employed by third parties; *provided, however,* that such performance or employment affords such individual sufficient time to carry out his responsibilities as the Trustee. In addition, the Trustee shall not be prohibited from engaging in any trade or business on its own account, provided that such activity does not interfere or conflict with the Trustee's administration of the Trust.

3.15 Liability of Trustee and His Agents. Except as otherwise specifically provided herein, neither the Trustee, nor the employees, professionals, agents, nor representatives of the Trust or the Trustee (all of the foregoing, the "Covered Persons"), shall be held personally liable for any claim asserted against any of them or the Trust. Without limiting the generality of the foregoing, none of the Covered Persons shall be liable with respect to any action taken or omitted to be taken in furtherance of their responsibilities hereunder, except to the extent that their conduct is determined by a Final Order to be due to their own fraud, gross negligence, or willful misconduct. All Entities dealing with the Trustee shall look only to the GUC Trust Assets (or to any insurance that may cover such claim) to satisfy any liability incurred by the Trustee in carrying out the terms of this Agreement, and, none of the Covered Persons shall have any personal obligation to satisfy any such liability except to the extent that their conduct is determined by a Final Order to be due to their own fraud, gross negligence, or willful misconduct. Nothing contained in this Agreement, the Plan or the Confirmation Order shall be

deemed to be an assumption by the Trustee or Trust of any of the liabilities, obligations or duties of the Debtor, the Reorganized Debtor, or the Beneficiaries and shall not be deemed to be or contain a covenant or agreement by the Trustee or Trust to assume or accept any such liability, obligation or duty.

3.16 Exculpation; Indemnification. The Covered Persons shall not be liable for actions taken or omitted in their capacity as, or on behalf of, the Trustee, except those acts arising out of their own fraud, gross negligence or willful misconduct, and each shall be entitled to indemnification and reimbursement for fees and expenses in defending any and all of their actions or inactions in their capacity as, or on behalf of, the Trustee, except for any actions or inactions involving fraud, gross negligence, or willful misconduct. Any indemnification claim of a Covered Person shall be satisfied solely from the GUC Trust Assets, any applicable insurance coverage, and the proceeds thereof.

3.17 Reliance by Trustee. The Trustee may absolutely and unconditionally rely, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by the Trustee in good faith to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with legal counsel, financial or accounting advisors, and other professionals to be selected by the Trustee and may rely, in good-faith, on the advice thereof, and shall not be liable for any action taken or omitted to be taken in accordance with the advice thereof.

3.18 Compensation of the Trustee and Others.

(a) The Trustee shall be entitled to receive compensation payable from the GUC Trust Assets in accordance with the terms set forth in Exhibit C annexed hereto. The Trustee shall provide the GUC Trust Board with monthly invoices for all of his fees and

expenses (with supporting documentation as applicable). The GUC Trust Board shall have 15 Business Days from the receipt of any invoice to provide the Trustee with a written objection to the requested fees and expenses. In the event no objections are timely raised, the Trustee may pay the fees and expenses, or that portion of the fees and expenses, that is not subject to an objection. In the event any dispute regarding the fees and expenses are not resolved consensually, either the Trustee or the GUC Trust Board may file a motion with the Bankruptcy Court, on notice to the other party, seeking a resolution of the dispute. The Trustee may pay his compensation and other costs and expenses of the Trust before approving or making any Distributions to Beneficiaries.

(b) The Trustee shall be entitled to pay from the GUC Trust Assets reasonable and documented compensation, plus the reimbursement of reasonable and documented out-of-pocket expenses, to each professional retained by the Trustee and approved by the GUC Trust Board on such terms and conditions as may be agreed to by the Trustee (and as approved by the GUC Trust Board) and the respective professional. Each such professional shall provide a written billing statement to the Trustee and the GUC Trust Board, outlining the basis for the calculation of the fees and expenses sought to be paid. The Trustee and GUC Trust Board shall have fifteen (15) Business Days from the receipt of the billing statement to provide the respective professional with a written objection to the requested fee. In the event no objections are timely raised, the Trustee may pay the fee, or that portion of the fee, that is not subject to an objection. In the event that a dispute arises regarding payment of any such compensation or expense reimbursement, the professionals may seek payment of such fees and costs by filing a motion with the Bankruptcy Court and providing notice to the Trustee and GUC Trust Board.

3.19 No Bond. The Trustee shall not be required to post any bond or surety or other security for the performance of his duties unless otherwise ordered by the Bankruptcy Court and, in the event the Trustee is so otherwise ordered, all reasonable costs and expenses of procuring any such bond or surety shall be borne by the Trust and paid for from the GUC Trust Assets.

3.20 Conflicts of Interest. Conflicts of interest of the Trustee will be addressed by the GUC Trust Board, who may appoint a disinterested Person to handle the matter that is the subject of the conflict. If no GUC Trust Board is established or serving, the Trustee will appoint a disinterested Person to handle any matter where the Trustee has identified a conflict of interest or the Bankruptcy Court, on motion of a party in interest, determines one exists. In the event the Trustee is unwilling or unable to appoint a disinterested Person to handle any such matter, the Bankruptcy Court, upon the request of a party in interest, and after a notice and hearing, may do so.

3.21 Term of Service. The duties, responsibilities and powers of the Trustee shall terminate on the date the Trust is dissolved pursuant to Article IX of this Agreement, under applicable law, by an Order of the Bankruptcy Court, or the effective date of the resignation or removal of the Trustee, *provided, that* sections 3.15 to 3.18 above shall survive such termination and dissolution.

3.22 Resignation. The Trustee may resign at any time by giving the GUC Trust Board at least 30 days' written notice of the Trustee's intention to do so, in which case the resignation shall be effective no earlier than the 30th day following issuance of such notice or such other date agreed to by the Trustee and GUC Trust Board. In the event of a resignation, the resigning Trustee shall render to the GUC Trust Board a full and complete accounting of monies and assets received, disbursed, and held during the term of office of the resigning Trustee and such other

information as reasonably requested by the GUC Trust Board. In the event of a resignation of the Trustee, the resigning Trustee shall be entitled to payment of all compensation earned by the Trustee through and including the effective date of such resignation. Any disputes regarding the compensation to be paid to the Trustee shall be determined by the Bankruptcy Court.

3.23 Removal. The Trustee may be removed upon the unanimous vote of the GUC Trust Board with or without cause. Any GUC Trust Board member may seek an order of the Bankruptcy Court, on notice to the Trustee and other GUC Trust Board members to remove the Trustee for cause, provided, however, the member seeking such removal must establish that cause exists for such removal. Any removal of the Trustee shall become effective on such date as may be specified by the GUC Trust Board, or, in the event of removal by order of the Bankruptcy Court, upon such date ordered by the Bankruptcy Court. In the event of the removal of the Trustee, the removed Trustee shall render to the GUC Trust Board a full and complete accounting of monies and assets received, disbursed, and held during the term of office of the removed Trustee and such other information as reasonably requested by the GUC Trust Board. In the event of the removal of the Trustee, the Trustee shall be entitled to payment of all compensation earned by the Trustee through and including the effective date of such removal. Any disputes regarding the compensation to be paid to the Trustee shall be determined by the Bankruptcy Court.

3.24 Appointment of Successor Trustee. Upon the resignation, death, incapacity, or removal of a Trustee, the UCC Trust Board Members shall promptly and unanimously appoint a successor Trustee to fill the vacancy so created. If the UCC Trust Board Members fail to timely appoint the successor Trustee, the Bankruptcy Court shall do so upon motion or application by any member of the GUC Trust Board. Any successor Trustee so appointed shall consent to and

accept in writing, to be filed with the Bankruptcy Court, the terms of this Agreement and agree that the provisions of this Agreement shall be binding upon and inure to the benefit of the successor Trustee and all of the successor Trustee's heirs and legal and personal representatives, successors or assigns. Thereupon, such successor Trustee shall, without any further act, become vested with all the estates, properties, rights, powers, trusts, and duties of his predecessor in the Trust with like effect as if originally named herein; *provided, however*, that a removed or resigning Trustee shall, nevertheless, when reasonably requested in writing by the successor Trustee, execute and deliver any instrument or instruments conveying and transferring to such successor Trustee all the estates, properties, rights, powers, and trusts of such predecessor Trustee.

3.25 Powers and Duties of Successor Trustee. A successor Trustee shall have all the rights, privileges, powers, and duties of the predecessor Trustee under this Agreement and the Plan.

3.26 Trust Continuance. The death, incapacity, resignation or removal of the Trustee shall not terminate the Trust or revoke any existing agency created pursuant to this Agreement or invalidate any action theretofore taken by the Trustee.

3.27 Confidentiality. Any Trustee shall, during the period that it serves as Trustee, after removal or resignation, and after dissolution of the Trust, hold strictly confidential and not use for personal gain any material, non-public information of or pertaining to any Entity to which any of the GUC Trust Assets relates or which it has become aware of in its capacity as Trustee.

ARTICLE IV

GUC TRUST BOARD

4.1 GUC Trust Board. The GUC Trust Board shall be bound by the terms of this Agreement. The GUC Trust Board shall be comprised of three (3) members. The initial members of the GUC Trust Board are identified on Exhibit A annexed hereto. In all circumstances, the GUC Trust Board and its members shall act in the best interests of all Beneficiaries and in furtherance of the purpose of the Trust. The GUC Trust Board shall have the authority and responsibility to oversee, review, and consult with the Trustee regarding activities and performance of the Trust as set forth in section 3.13 of this Agreement, and shall have the authority to take and approve such other actions as are expressly set forth in this Agreement, including, but not limited to, the right to remove the Trustee pursuant to section 3.23 of this Agreement. Notwithstanding anything in this Article IV, the GUC Trust Board shall not take any action which will cause the Trust to fail to qualify as a “liquidating trust” for U.S. federal income tax purposes.

4.2 Manner of Acting.

(a) A majority of the total number of members of the GUC Trust Board then in office shall constitute a quorum for the transaction of business at any meeting of the GUC Trust Board. Except as otherwise provided in this Agreement, the affirmative vote of a majority of the members of the GUC Trust Board present at a meeting at which a quorum is present shall be the act of the GUC Trust Board. Any or all of the members of the GUC Trust Board may participate in a regular or special meeting by, or conduct the meeting through the use of, telephone or similar communications equipment by means of which all Persons participating in the meeting may hear each other, in which case any required notice of such meeting may

generally describe the arrangement (rather than or in addition to the place) for holding thereof. Any member of the GUC Trust Board participating by this means is deemed to be present in person at the meeting.

(b) Any member of the GUC Trust Board who is present at a meeting of the GUC Trust Board when action is taken is deemed to have assented to the action taken unless: (i) such member of the GUC Trust Board objects at the beginning of the meeting (or promptly upon his/her arrival) to holding it or transacting business at the meeting; (ii) his/her dissent or abstention from the action taken is entered in the minutes of the meeting; or (iii) he/she states his/her dissent or abstention to the GUC Trust Board during the meeting and delivers written notice of his/her dissent or abstention to the GUC Trust Board within two (2) Business Days of receipt of the minutes of the meeting.

4.3 GUC Trust Board's Action Without a Meeting. Any action required or permitted to be taken by the GUC Trust Board at a meeting may be taken without a meeting if the action is taken by unanimous written consent, as evidenced by one or more written consents describing the action taken, signed by the members of the GUC Trust Board, and filed with the minutes or proceedings of the GUC Trust Board, *provided, however*, that the Trustee may compromise or otherwise resolve or settle, in accordance with the terms hereof, claims and the GUC Trust Causes of Action on five (5) Business Days prior written notice to the GUC Trust Board and provided that the GUC Trust Board has not notified the Trustee of any objection to the proposed compromise or settlement within the notice period.

4.4 Tenure and Replacement of the Members of the GUC Trust Board. The authority of the members of the GUC Trust Board will be effective as of the Effective Date, and will remain and continue in full force and effect until the Trust is dissolved in accordance with the

terms of this Agreement. The service of the members of the GUC Trust Board will be subject to the following terms and conditions:

(a) The members of the GUC Trust Board will serve until death, incapacitation or resignation.

(b) A member of the GUC Trust Board may resign at any time by providing a written notice of resignation to the Trustee and remaining members of the GUC Trust Board. Such resignation will be effective on the earlier of (i) when a successor is appointed as provided herein, (ii) at a time mutually agreed to by the Trustee and the GUC Trust Board, and (iii) thirty (30) days after the date on the notice of resignation, and as such time, the resigning member shall have no further liability or responsibility with respect thereto.

(c) Upon the resignation, death, or incapacity of a UCC Trust Board Member, the successor member shall be appointed by the remaining UCC Trust Board Member.

(d) Upon the resignation, death or incapacity of the UNC Trust Board Member, the successor member shall be appointed by the Holders of a majority in dollar amount of the Senior Notes Deficiency Claims.

(e) The appointment of a successor member of the GUC Trust Board shall be evidenced by the filing with the Bankruptcy Court of a notice of appointment, which will include the name of the predecessor member, and the name, address, and telephone number of the successor member of the GUC Trust Board.

(f) Immediately upon appointment of a successor member of the GUC Trust Board, all rights, powers, duties, authority, and privileges of the predecessor member of the GUC Trust Board hereunder shall be vested in, and be undertaken by, the successor member of the GUC Trust Board without any further act, and the successor member of the GUC Trust Board

shall not be liable personally for any act or omission of the predecessor member of the GUC Trust Board.

4.5 Compensation and Out-of-Pocket Expenses. The members of the GUC Trust Board shall be entitled to the compensation incurred in his or her capacity as a member of the GUC Trust Board in accordance with the terms set forth in Exhibit C annexed hereto, and reimbursement of reasonable and documented out-of-pocket expenses.

4.6 Liability of GUC Trust Board. Except as otherwise specifically provided herein, the members of the GUC Trust Board shall not be held personally liable for any claim asserted against any such member, the Trust, or any of the Covered Persons. Without limiting the generality of the foregoing, the members of the GUC Trust Board shall not be liable to any Entity for, among other things, losses, claims, damages, liabilities or expenses by reason of any error of judgment made in good faith, or with respect to any action taken or omitted to be taken in good faith, except to the extent that the action taken or omitted to be taken is determined by a Final Order to be due to their own fraud, gross negligence, or willful misconduct, provided that none of the members of the GUC Trust Board shall be responsible for any other actions or inactions by any other member, the Trustee, the Trust or any of the Covered Persons. Every act done, power exercised or obligation assumed by the GUC Trust Board or its members shall be held to be done, exercised or assumed, by the Trust and acting for and on behalf of the Trust and not otherwise. All Entities shall have recourse only to the GUC Trust Assets for payment of any liabilities or other obligations and the members of the GUC Trust Board shall not be individually liable therefor. The members of the GUC Trust Board shall not be liable whatsoever except for the performance of such duties and obligations as are specifically set forth herein, and no implied

covenants or obligations shall be read into this Trust Agreement against the members of the GUC Trust Board.

4.7 Exculpation; Indemnification. The members of the GUC Trust Board shall be, and hereby are, exculpated by all Entities, including the Beneficiaries and other parties in interest in the Chapter 11 Case, from any and all claims, causes of action, and other assertions of liability arising out of the discharge of the powers and duties conferred upon them by the Plan, this Agreement, or any Order of the Bankruptcy Court entered pursuant to, or in furtherance of, the Plan, or applicable law, except for actions or omissions to act that are determined by a Final Order to be due to their own fraud, gross negligence, or willful misconduct. To the fullest extent permitted by applicable law, the Trust shall: (i) indemnify, defend, and hold harmless the members of the GUC Trust Board from and against any and all losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees, disbursements and related expenses that they may incur or to which they may become subject (directly or indirectly) in connection with their actions or inactions in their capacities as such or otherwise in connection with the affairs of the Trust to the full extent permitted by law (whether or not in connection with litigation in which they are a party, or enforcing this Agreement (including these exculpation/indemnity provisions)) except for actions or inactions determined by Final Order involving fraud, willful misconduct, or gross negligence; and (ii) the members of the GUC Trust Board shall be entitled to obtain advances from the Trust promptly to cover their reasonable fees and expenses incurred in defending, participating in or settling any such actions or inactions. Any action taken or omitted to be taken with the express approval of the Bankruptcy Court will conclusively be deemed not to constitute fraud, gross negligence, or willful misconduct. The foregoing exculpation/indemnity shall survive the termination of such GUC Trust Board

members from the capacity for which they are exculpated/indemnified. The members of the GUC Trust Board may rely, and shall be protected from liability for acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document reasonably believed by them to be genuine and to have been presented by an authorized party. The members of the GUC Trust Board shall have no liability for any action taken or not taken in reasonable reliance upon the advice of counsel or other professionals engaged by them or the Trust in accordance with this Agreement.

4.8 Recusal. A GUC Trust Board member shall be recused from the GUC Trust Board's deliberations and votes on any matters as to which such member has a conflicting interest. If a GUC Trust Board member does not voluntarily recuse itself from any such matter, that member may be recused from such matter by the unanimous vote of the remaining members of the GUC Trust Board that are not recused from the matter. In such event, (i) a unanimous affirmative vote of the non-recused members of the GUC Trust Board shall be required to constitute an act of the GUC Trust Board, and (ii) the recused member of the GUC Trust Board may challenge such vote, and the vote which resulted in the involuntary recusal of the GUC Trust Board member, and the Bankruptcy Court shall have jurisdiction to adjudicate such matter.

4.9 Confidentiality. Any GUC Trust Board member shall, during the period that he or she serves as GUC Trust Board member, and after dissolution of the Trust, hold strictly confidential and not use for personal gain any material, non-public information of or pertaining to any Entity to which any of the GUC Trust Assets relates or which he or she has become aware of in his or her capacity as GUC Trust Board member.

ARTICLE V

BENEFICIARIES

5.1 Identification of Beneficiaries. On the Effective Date, and on a quarterly basis thereafter, the Debtor or the Reorganized Debtor, as applicable, shall provide to the Trustee with a true and correct copy of the Claims Register or other document setting forth the names, addresses, any tax identification numbers and claim amounts, and noting whether any such Trust Claims are Disputed and whether any Disputed Trust Claims became Allowed Trust Claims and if so the Allowed amount. The Reorganized Debtor shall promptly provide an updated Claims Register upon the Trustee's reasonable request, provided, however, that such requests shall not be made more than once per quarter. None of the Debtor, Reorganized Debtor, the Trust and the Trustee, members of the GUC Trust Board, the Senior Notes Indenture Trustee, and the Subordinated Notes Trustee shall incur any liability in connection with the determination of the interests of the Beneficiaries in the Trust and the size of the Disputed Claims Reserve unless such determination is based on their own fraud, gross negligence, or willful misconduct. The Trust and the Trustee shall have the absolute and unconditional right to rely on the information provided by the Debtor or the Reorganized Debtor, as applicable, for purposes of notices and distributions under this Agreement and neither the Trust, the Trustee nor the members of the GUC Trust Board shall incur any liability by relying on the information it receives under this section 5.1, and the Reorganized Debtor shall not incur any liability in connection therewith. Each Beneficiary (shall furnish, in writing, its name, address, tax identification number, and completed IRS Form W-9 or, if applicable, IRS Form W-8, to the Trustee within sixty (60) days of a written request from the Trustee. As provided in the Plan, the failure to comply with the preceding sentence shall result in the Beneficiary forfeiting their Trust interest and rights to any

Distribution, and any such forfeited amounts shall be distributed to the remaining Beneficiaries in accordance with the Plan and the allocation and distribution formulas included in the GUC Trust Settlement Agreement. Notwithstanding the foregoing, each individual holder of a Senior Notes Deficiency Claim or Subordinated Notes Claim is not required to provide the Trustee with an IRS Form W-9 or IRS Form W-8 and, instead, this requirement shall be deemed satisfied by the receipt of either an IRS Form W-9 or IRS Form W-8 from the DTCC.

5.2 Rights of Beneficiaries. Each Beneficiary shall take and hold its beneficial interest in the Trust subject to all of the terms and provisions of this Agreement and the Plan. A Beneficiary shall have no title or right to, or possession, management, or control of, the GUC Trust Assets except as may expressly provide herein. The interest of a Beneficiary in the Trust is in all respects personal property, and the death, insolvency, or incapacity of an individual Beneficiary shall not terminate or affect the validity of this Agreement. No surviving spouse, heir, or devisee of any deceased Beneficiary shall have any right of dower, homestead, inheritance, partition, or any other right, statutory or otherwise, in the GUC Trust Assets, and their sole interest shall be the rights and benefits given to the Beneficiaries under this Agreement.

5.3 Limit on Transfers. The interests of the Beneficiaries in the Trust shall be uncertificated, and shall be reflected only on the books and records of the Trust maintained by the Trustee. Such interests are not negotiable and not transferable except (a) pursuant to applicable laws of descent and distribution (in the case of a deceased individual Beneficiary) or (b) by operation of law. The Trustee shall not be required to record any transfer which, in the Trustee's sole discretion, may be construed to create any uncertainty or ambiguity as to the identity of the holder of the interest in the Trust. Until a transfer is, in fact, recorded on the books and records maintained by the Trustee for the purpose of identifying Beneficiaries, the

Trustee, whether or not in receipt of documents of transfer or other documents relating to the transfer, may nevertheless make distributions and send communications as though he or she has no notice of any such transfer, and in so doing the Trustee shall be fully protected and incur no liability to any purported transferee or any other Entity.

5.4 Conflicting Claims. If any conflicting claims or demands are made or asserted with respect to a Trust Claim of a Beneficiary, the Trustee shall be entitled, in his or her sole election, to refuse to comply with any such conflicting claims or demands. In so refusing, the Trustee shall (i) make no payment or Distribution with respect to the Trust Claim represented by the claims or demands involved, or any part thereof, and (ii) refer such conflicting claims and demands to the Bankruptcy Court, which shall have exclusive jurisdiction over the resolution of such conflicting claims or demands. In so doing, the Trustee shall not be liable to any party for his refusal to comply with any such conflicting claims or demand. The Trustee shall be entitled to refuse to comply with conflicting claims and demands until either (a) the rights of the adverse claimants have become adjudicated by a Final Order of the Bankruptcy Court or (b) the conflict has been resolved by a written agreement among such parties and the Trustee, which agreement shall include a complete release of the Trust and the Trustee with respect to the subject matter of the dispute.

ARTICLE VI

THIRD PARTY RIGHTS AND LIMITATION OF LIABILITY

6.1 Parties Dealing With the Trustee. In the absence of actual knowledge to the contrary, any person dealing with the Trust or the Trustee shall be entitled to rely on the authority of the Trustee or any of the Trustee's agents to act in connection with the GUC Trust

Assets. There shall be no obligation on any Entity dealing with the Trustee to inquire into the validity, expediency or propriety of any transaction by the Trustee or any agent of the Trustee.

6.2 Limited Recourse. Entities (including any professionals retained by the Trustee in accordance with this Agreement) engaged in transactions with the Trust, the Trustee or members of the GUC Trust Board shall look only to the GUC Trust Assets to satisfy any liability incurred in connection with carrying out the terms of this Agreement.

6.3 Non-Liability for Acts of Others. The Trustee or the GUC Trust Board may, in connection with the performance of their functions, and in their sole and absolute discretion, consult with its attorneys, accountants, financial advisors and agents, and shall not be liable for any act taken, omitted to be taken, or suffered to be done in good faith reliance upon the advice or opinions rendered by such persons, regardless of whether such advice or opinions are provided in writing. Notwithstanding such authority, neither the Trustee nor the GUC Trust Board shall be under any obligation to consult with attorneys, accountants, financial advisors or agents, and their determination not to do so shall not result in the imposition of liability on the Trustee or the GUC Trust Board or their respective members and/or designees, unless such determination is based on fraud, willful misconduct, or gross negligence. Nothing contained in this Agreement, the Plan, the Confirmation Order, or the GUC Trust Settlement Agreement shall be deemed to be an assumption by the Trustee of any of the liabilities, obligations, or duties of the Debtor, the Reorganized Debtor, or Beneficiaries or a covenant or agreement by the Trustee to assume or accept any such liability, obligation or duty. Any successor Trustee may accept and rely upon any accounting made by or on behalf of any predecessor Trustee hereunder, and any statement or representation made by a predecessor Trustee or its agents as to the GUC Trust Assets or as to any other fact bearing upon the prior administration of the Trust, so long as it has

a good faith basis to do so. A successor Trustee shall not be liable for having accepted and relied in good faith upon any such accounting, statement, or representation if it is later proved to be incomplete, inaccurate, or untrue. A successor Trustee shall not be liable for any act or omission of any predecessor Trustee, nor have a duty to enforce any claims against any predecessor Trustee on account of any such act or omission.

6.4 **Confirmation of Survival of Provisions.** Without limitation in any way of any provision of this Agreement, the provisions of this Article VI shall survive the death, dissolution, liquidation, resignation, replacement, or removal, as may be applicable, of the Trustee or member of the GUC Trust Board, or the termination of the Trust or this Agreement, and shall inure to the benefit of the Trustee's and the GUC Trust Board member's respective heirs, successors, and assigns.

ARTICLE VII

DISTRIBUTIONS

7.1 **Location for Distributions;** Notice of Change of Address. Distributions to the Beneficiaries shall be made by the Trustee to the Beneficiaries (a) at the addresses set forth on the Claims Register delivered to the Trustee in accordance with Section 5.1 of this Agreement, or (b) at the addresses set forth in any written notices of address changes delivered to the Trustee after the Effective Date. The Trustee is not obligated to make any effort to determine the correct address of any Beneficiary.

7.2 **Timing of Distributions.** Except as set forth in section 7.6(d) and subject to section 3.11(c), at least annually, commencing no later than the first anniversary of the Effective Date, in accordance with the allocation and distribution formulas included in the GUC Trust Settlement Agreement, and with the approval of the GUC Trust Board, the Trustee shall make

Distributions to the Beneficiaries of (i) all Net Proceeds, if any, from the sale of assets, (ii) all of the Trust's net income, if any, and (iii) all Cash on hand (including, but not limited to, Cash received from the Debtor or Reorganized Debtor on the Effective Date, and treated as Cash for purposes of this section, and from any permitted investments), less amounts that (i) are allocated for the Disputed Claims Reserve, (ii) are reasonably necessary to satisfy current and estimated future liabilities of the Trust and to maintain the value of the GUC Trust Assets, and (iii) are reasonably necessary to pay expenses of the Trust (including, but not limited to, any taxes imposed on the Trust based on or otherwise related to any of the GUC Trust Assets and the reasonable fees and out-of-pocket expenses of the Trustee and the GUC Trust Board members). Each Distribution by the Trustee to the Beneficiaries shall be consistent with the terms set forth in the Plan, the GUC Trust Settlement Agreement, any order of the Bankruptcy Court, and this Agreement. Except as otherwise provided for in Section 2.7 of this Agreement, the Trust must pay or establish a reserve for all of its expenses before making Distributions, and all such expenses shall be a first priority charge on the GUC Trust Assets. The Trustee shall not make any Distributions to the Beneficiaries unless the Trustee retains the Disputed Claims Reserve. The Trustee shall not be required to maintain the Disputed Claims Reserve in a separate or segregated account.

7.3 Service of the Senior Notes Indenture Trustee. The Senior Notes Indenture Trustee and its respective agents, successors and assigns, and the Trustee shall facilitate the making of the Distributions to the Beneficiaries on account of their Allowed Senior Notes Deficiency Claims, in accordance with the Plan and the Senior Notes Indenture, and upon completion thereof, shall be discharged of all of its obligations associated with such Senior Notes Deficiency Claims. The Trustee shall be obligated to calculate the distributions to be made to

Beneficiaries on account of their Allowed Senior Notes Deficiency Claims and shall provide such distribution calculations and related information to the Senior Notes Indenture Trustee at least five (5) business days in advance of the Trustee making distributions to Beneficiaries on account of their Allowed Senior Notes Deficiency Claims. The Senior Notes Indenture Trustee shall only be required to act and make distributions in accordance with the Plan, and this Agreement and shall not be required to independently verify or review the calculations prepared by the Trustee with respect to distributions to be made to Beneficiaries on account of their Allowed Senior Notes Deficiency Claims, and shall have no liability for actions taken in accordance with the Plan or in reliance upon distribution information and distribution calculations provided by the Trustee, except solely for actions or omissions arising out of the Senior Notes Indenture Trustee's intentional fraud, willful misconduct, gross negligence or criminal conduct. Further, the Senior Notes Indenture Trustee shall have no obligation or liability for distributions under the Plan to any party who does not (i) hold a Claim against the Debtor as of the Distribution Record Date or (ii) otherwise comply with the terms of the Plan, except solely for actions or omissions arising out of the Indenture Trustees' intentional fraud, willful misconduct, gross negligence or criminal conduct.

7.4 Delivery of Distributions on Account of Senior Notes Deficiency Claims. Upon the occurrence of the Effective Date, the Claims of the Senior Notes Indenture Trustee for the Senior Notes Deficiency Claims shall be, for purposes under the Plan, including without limitation, the right to receive Distributions, substituted for all Trust Claims of Beneficiaries on account of their Allowed Senior Notes Deficiency Claims. Distributions on account of such Senior Notes Deficiency Claims shall be made by the Trustee to (i) the Senior Notes Indenture Trustee, (ii) with the prior written consent of the Senior Notes Indenture Trustee, by means of

book-entry exchange through the facilities of DTCC in accordance with DTCC's customary practices, or (iii) at the direction of the Senior Notes Indenture Trustee, to the Claims and Solicitation Agent for further distribution to the holders of the Senior Notes Deficiency Claims. If a Distribution is made to the Senior Notes Indenture Trustee, the Senior Notes Indenture Trustee, in its capacity as a distribution agent, shall administer the Distribution in accordance with the Plan and the applicable Indenture. Nothing herein shall be deemed to impair, waive or extinguish any right of the Senior Notes Indenture Trustee with respect to the Charging Lien against applicable Distributions.

7.5 Service of the Subordinated Notes Indenture Trustee. The Subordinated Notes Indenture Trustee and its respective agents, successors and assigns, and the Trustee shall facilitate the making of the Distributions to Beneficiaries on account of their Allowed Subordinated Notes Claims, in accordance with the Plan and the Subordinated Notes Indenture, and upon completion thereof, shall be discharged of all of its obligations associated with the Subordinated Notes Claims. The Trustee shall be obligated to calculate the Distributions to be made to Beneficiaries on account of their Allowed Subordinated Notes Claims and shall provide such distribution calculations and related information to the Subordinated Notes Indenture Trustee at least five (5) business days in advance of the Trustee making distributions on account of Allowed Subordinated Notes Claims. The Subordinated Notes Indenture Trustee shall only be required to act and make distributions in accordance with the Plan, shall not be required to independently verify or review the calculations prepared by the Trustee with respect to distributions to be made to Beneficiaries on account of their Allowed Subordinated Notes Claims, and shall have no liability for actions taken in accordance with the Plan or in reliance upon distribution information and distribution calculations provided by the Trustee, except solely

for actions or omissions arising out of the Subordinated Notes Indenture Trustee's intentional fraud, willful misconduct, gross negligence or criminal conduct. Further, the Subordinated Notes Indenture Trustee shall have no obligation or liability for distributions under the Plan to any party who does not (i) hold a Claim against the Debtor as of the Distribution Record Date or (ii) otherwise comply with the terms of the Plan, except solely for actions or omissions arising out of the Indenture Trustees' intentional fraud, willful misconduct, gross negligence or criminal conduct.

7.6 Delivery of Distributions on Account of Subordinated Notes Claims. Upon the occurrence of the Effective Date, the Claims of the Subordinated Notes Indenture Trustee shall be, for purposes under the Plan, including without limitation, the right to receive Plan distributions, substituted for all Trust Claims of Beneficiaries on account of their Allowed Subordinated Notes Claims. Distributions on account of such Subordinated Notes Claims shall be made by the Trustee to (i) the Subordinated Notes Indenture Trustee or (ii) with the prior written consent of the Subordinated Notes Indenture Trustee, by means of book-entry exchange through the facilities of DTCC in accordance with DTCC's customary practices. If a Distribution is made to the Subordinated Notes Indenture Trustee, the Subordinated Notes Indenture Trustee, in its capacity as a distribution agent, shall administer the Plan distribution in accordance with the Plan and the applicable Indenture. Nothing herein shall be deemed to impair, waive or extinguish any right of the Subordinated Notes Indenture Trustee with respect to the Charging Lien against applicable Plan Distributions.

7.7 Administration of Disbursements.

(a) Manner of Payment. At the option of the Trustee, any Cash payment to be made hereunder may be made by a check, wire transfer or other method of payment.

(b) No Interest on Claims. Interest shall not accrue on the Beneficiaries' Trust Claims.

(c) Allocation of Plan Distributions between Principal and Interest. To the extent that any Allowed Trust Claim entitled to a Distribution hereunder consists of indebtedness and other amounts (such as accrued but unpaid interest thereon), such Distribution shall be allocated first to the principal amount of such Claim (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of such Claim, to such other amounts.

(d) Fractional Dollars; De Minimis Distributions. The Trustee shall (i) not be required to make Distributions or payments of fractions of dollars, and whenever any Distribution of a fraction of a dollar would otherwise be required, the actual Distribution made may reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars being rounded down and (ii) have no duty to make a Distribution on account of any Allowed Trust Claim on a Distribution Date (x) if the aggregate amount of all Distributions authorized to be made on such date is less than [\$750,000], in which case such Distributions shall be deferred to the next Distribution Date, (y) if the amount to be distributed on account of an Allowed Trust Claim on the particular Distribution Date is less than \$100.00, in which case such Distributions shall be deferred to the next Distribution Date, unless such Distribution constitutes the final Distribution to be made to the Holder of such Trust Claim, or (iii) the amount of the final Distribution on account of an Allowed Trust Claim is less than \$50.00, in which case such Distribution shall revert to the Trust to be reallocated and distributed to the Beneficiaries. After final Distributions have been made in accordance with the terms of the Plan and this Agreement, if the amount of remaining cash is less than \$50,000, the Trustee, after consultation with the

GUC Trust Board, may donate such amount to a charitable institution to be selected by the Trustee.

(e) Compliance with Laws. Any and all Distributions hereunder shall be made in compliance with applicable laws, including but not limited to, applicable federal and state securities laws.

(f) Abandonment. With the approval of the GUC Trust Board, the Trustee may abandon, in any commercially reasonable manner (including abandonment or donation to a charitable organization of his or her choice), any property that the Trustee reasonably concludes is of no benefit to the Beneficiaries. For the avoidance of doubt, no notice to, or approval from the Bankruptcy Court shall be required for any such abandonment.

(g) Distribution Agents. The Trustee shall have the authority to enter into agreements with one or more distribution agents to facilitate the distributions required under the Plan and this Agreement. The Trustee may pay to such distribution agents all reasonable and documented fees and expenses of the distribution agents without the need for any approvals, authorizations, actions or consents.

7.8 Compliance with Tax Requirements. The Trustee shall be authorized to require each Beneficiary to provide it with a current executed IRS Form W-9, Form W-8, or similar tax form as a condition precedent to being sent a Distribution. The Trustee shall provide advance written notice of any such requirement to each Beneficiary affected thereby. The notice shall provide each Beneficiary with a minimum of 60 days after the date of mailing of such notice to provide a current executed Form W-9, Form W-8 or similar tax form to the Trustee and shall expressly state that a failure to provide such form within the stated period shall result in a forfeiture of the right to receive any Distribution from the Trust or the proceeds of the GUC

Trust Assets, that any such Distribution shall revert to the Trust for distribution on account of other Allowed Trust Claims and that the Allowed Trust Claim of the Beneficiary originally entitled to such Distribution shall be waived, discharged, cancelled, and forever barred without further order of the Bankruptcy Court. If a Beneficiary does not provide the Trustee with a current executed Form W-9, Form W-8 or similar tax form within the time period specified in such notice, or such later time period agreed to by the Trustee in writing in its discretion, such Beneficiary shall be deemed to have forfeited the right to receive any Distribution on account of its Allowed Trust Claim under the Plan, and any such Distribution shall revert to the Trust for Distribution on account of other Allowed Trust Claims of Beneficiaries and the Allowed Trust Claim of the Beneficiary originally entitled to such Distribution shall be waived, discharged and forever barred without further order of the Bankruptcy Court. Notwithstanding the foregoing, each individual holder of a Senior Notes Deficiency Claim or Subordinated Notes Claim is not required to provide the Trustee with an IRS Form W-9 or IRS Form W-8 and, instead, this requirement shall be deemed satisfied by the receipt of either an IRS Form W-9 or IRS Form W-8 from the DTCC.

7.9 Distributions After Allowance or Disallowance of a Disputed Trust Claim. As soon as reasonably practicable after a Disputed Trust Claim becomes an Allowed Trust Claim, the Trustee shall distribute to the Holder thereof, from the Disputed Claims Reserve, such amount as would have been distributed to such Holder if its Disputed Trust Claim had been a Trust Claim that was Allowed on the Effective Date. The Trustee shall no longer reserve for a Disputed Trust Claim and shall distribute to the Beneficiaries on the next Distribution Date, pursuant to this Agreement, their Pro Rata share of the funds held in the Disputed Claim Reserve on account of any Disputed Trust Claim that becomes Disallowed.

7.10 Undeliverable Distributions and Unclaimed Property. In the event that any Distribution of Cash to any Beneficiary is returned as undeliverable, no further Distribution to such Beneficiary shall be made unless and until the Trustee or his/her disbursing agent is notified in writing of such Beneficiary's then-current address, at which time such Distribution shall be made to such Beneficiary without interest; *provided, however,* that unless a Beneficiary asserts a claim for an undeliverable Distribution within 120 days after such Distribution is returned as undeliverable, such Distribution shall be deemed unclaimed property within the meaning of section 347(b) of the Bankruptcy Code and all title to and beneficial interest in the GUC Trust Assets represented by any such undeliverable Distributions shall be cancelled and revert to and/or remain in the Trust automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial or state escheat, abandoned or unclaimed property laws to the contrary), and such undeliverable Distributions shall be distributed to the Beneficiaries on account of their Trust Claims in accordance with this Agreement and the allocation and distribution formulas included in the GUC Trust Settlement Agreement. In the event any check sent to a Beneficiary respecting a Distribution to such Beneficiary has not been cashed within six months of the date of the respective Distribution, such check shall be cancelled and such Distribution shall be deemed unclaimed property within the meaning of section 347(b) of the Bankruptcy Code, and the Trust Claims of the Beneficiaries that may have been entitled to such Distribution shall be discharged and forever barred from receiving Distributions under this Agreement. After such date, all uncashed Distributions shall become Trust property and revert to the Trust, and shall be redistributed in accordance with this Agreement to the Beneficiaries; *provided, however,* the Trustee shall file a notice on the Bankruptcy Court docket listing any such unclaimed Distributions fourteen (14) days' prior to

the date such unclaimed Distributions revert to the Trust. The Trustee may, in its sole discretion, attempt to determine a Beneficiary's current address or otherwise locate a Beneficiary, but nothing in this Agreement or the Plan shall require the Trustee to do so.

7.11 Payments Limited to GUC Trust Assets. All Distributions to be made by the Trustee to or for the benefit of any Beneficiary shall be made only from the Net Proceeds of the GUC Trust Assets.

ARTICLE VIII

REPORTING AND TAX MATTERS

8.1 Reporting and Filing Requirements. Within 60 days after December 31 of each calendar year in which the Trust shall remain in existence, the Trustee shall file a report with the Bankruptcy Court containing a list of: (i) the status of all GUC Trust Causes of Action, including any settlements entered into by the Trust, (ii) the status of any pending IP Transaction, including the proceeds, if any, received in connection with any transaction, (iii) the costs and expenses of the Trust that are incurred (including, but not limited to, any taxes imposed on the Trust or actual reasonable out-of-pocket fees and expenses incurred by professionals retained by the Trust) during the preceding calendar year and incurred since the Effective Date, and the remaining amount (if any) of the GUC Trust Cash Contribution, (iv) the amount of Cash and other assets received by the Trust during the prior calendar year and since the Effective Date, (v) total distributions of Cash and other assets made during the preceding calendar year and since the Effective Date, and the calculation of the estimated amount of Cash and other assets to be distributed on the next Distribution Date, including any Cash on hand that is part of the Disputed Claims Reserve and cannot to be distributed; (vi) all income received by the Trust during the preceding calendar year and since the Effective Date, and (vii) such other information as the

Trustee deems appropriate. The Trustee's report shall be provided to the GUC Trust Board at least five (5) Business Days prior to the filing with the Bankruptcy Court, and shall be available to any Beneficiary upon written request to the Trustee. The Trustee shall also timely prepare, file and distribute such additional statements, reports and submissions (A) as may be necessary to cause the Trust and the Trustee to be in compliance with applicable law, or (B) as may be otherwise reasonably requested from time to time by the GUC Trust Board.

8.2 Filing of Tax Returns. The Trustee shall file tax returns for the Trust as a grantor trust pursuant to Treasury Regulation Section 1.671-4(a) and any other applicable laws or regulations, and all the Trust's income shall be treated as subject to tax on a current basis.

8.3 Preparation of Statements. To the extent reasonably practicable and unless otherwise ordered by the Bankruptcy Court, the Trustee shall, in conjunction with filing the Trust's annual tax return for each calendar year in which the Trust shall remain in existence, send to each Beneficiary a grantor statement setting forth the Beneficiary's share of items of income, gain, loss, deduction, or credit and will instruct all such holders to report such items on their federal income tax returns. The Trust's taxable income, gain, loss, deduction, or credit will be allocated (subject to provisions of the Plan and Confirmation Order relating to Disputed Claims) to the Beneficiaries in accordance with their relative beneficial interests in the Trust, as determined pursuant to this Agreement and the Plan.

8.4 Allocations of Trust Taxable Income. Allocations of Trust taxable income among the Beneficiaries shall be determined by reference to the manner in which an amount of Cash equal to such taxable income would be distributed (without regard to any restrictions on distributions described herein) if, immediately prior to such deemed distribution, the Trust had distributed all its assets (valued at their tax book value) to the Beneficiaries of the Trust (treating

all Disputed Claims as if they were Allowed Claims), in each case up to the tax book value of the assets treated as contributed by such Holders, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Trust. Taxable loss of the Trust shall be allocated by reference to the manner in which an economic loss would be borne immediately after a liquidating distribution of the remaining GUC Trust Assets. The tax book value of the GUC Trust Assets for this purpose shall equal their fair market value on the Effective Date, adjusted in accordance with tax accounting principles prescribed by the Tax Code, the applicable tax regulations, and other applicable administrative and judicial authorities and pronouncements.

ARTICLE IX

DISSOLUTION OF TRUST

9.1 Dissolution of Trust. The Trust shall be dissolved, in accordance with Section 9.2 hereof, no later than the fifth anniversary of the Effective Date, unless the Bankruptcy Court, upon motion filed by the Trustee, the GUC Trust Board, or any party in interest, within the six-month period prior to the fifth anniversary (or at least six months prior to the end of any extension period), determines that a fixed period extension is necessary to facilitate or complete the recovery and liquidation of the GUC Trust Assets. Any such extension shall not exceed three years, together with any prior extensions, without a favorable letter ruling from the Internal Revenue Service that any such extension would not adversely affect the status of the Trust as a liquidating trust for federal income tax purposes, such ruling only needing to be sought and forthcoming at the time of any such extension.

9.2 Dissolution Events. The Trustee shall be discharged, the Trust shall be dissolved, and the Trust Claims shall be cancelled at such time as (i) the Trustee and the GUC Trust Board

determine that the administration of the Trust is not likely to yield sufficient additional proceeds to justify further pursuit of any remaining GUC Trust Causes of Action, and (ii) all Distributions required to be made by the Trustee under the Plan and this Agreement have been made. If at any time the Trustee determines, after consultation with and approval by the GUC Trust Board and in reliance upon such professionals as the Trustee may retain, that the expense of administering the Trust is likely to exceed the value of the assets remaining in the Trust, the Trustee may apply to the Bankruptcy Court for authority to (i) reserve any amounts necessary to dissolve the Trust, (ii) donate any balance to a charitable organization exempt from federal income tax under Section 501(c)(3) of the Tax Code, and (iii) dissolve the Trust.

9.3 Books and Records. The Trustee shall maintain books and records containing a description of all property from time to time constituting the GUC Trust Assets and an accounting of all receipts and disbursements. Said books and records shall be open to inspection by any member of the GUC Trust Board and any Beneficiary at any reasonable time during normal business hours and after reasonable advance notice. The Trustee shall furnish to any Beneficiary upon written request an annual statement of receipts and disbursements, including a summary of all income and expenses of the GUC Trust. All books and records, including copies, received from the Reorganized Debtor may be disposed of by the Trustee at the later of (i) such time as the Trustee determines that the continued possession or maintenance of such books and records is no longer necessary for the benefit of the Trust or its Beneficiaries and (ii) upon the dissolution and completion of the winding down of the Trust.

9.4 Post-Dissolution. Upon dissolution of the Trust and Distribution of all the GUC Trust Assets, the Trustee shall retain the books, records and files that shall have been created by the Trustee, provided that at the Trustee's discretion, all of such records and documents may be

destroyed at any time following the date of final distribution of GUC Trust Assets as the Trustee deems appropriate (unless such records and documents are necessary to fulfill the Trustee's obligations pursuant to this Agreement).

ARTICLE X

AMENDMENT AND WAIVER

10.1 Amendment; Waiver. The Trustee, with the prior written approval of a majority of the members of the GUC Trust Board, may amend, supplement, or waive any provision of this Agreement, without notice to or the consent of any Beneficiary or the approval of the Bankruptcy Court, in order to: (i) cure any ambiguity, omission, defect, or inconsistency in this Agreement; *provided*, that such amendments, supplements or waivers shall not be inconsistent with the terms of the Plan or the Confirmation Order or adversely affect the Distributions to any of the Beneficiaries or adversely affect the Federal income tax status of the Trust as a "liquidating trust"; (ii) comply with any requirements in connection with the Federal income tax status of the Trust as a "liquidating trust"; and (iii) comply with any requirements in connection with maintaining that the Trust is not subject to registration or reporting requirements of the Securities Act, the Exchange Act, the Trust Indenture Act, or the Investment Company Act. Any substantive provision of this Agreement may be amended or waived by the Trustee, subject to the prior written approval of all the members of the GUC Trust Board and with the approval of the Bankruptcy Court (upon notice and an opportunity for a hearing); *provided, however*, that no change may be made to this Agreement that would (a) adversely affect (i) the Reorganized Debtor in any respect (unless the Trustee receives prior written consent to such change from the Reorganized Debtor, as applicable), (ii) the allocation and distribution formulas for Distributions to any of the Beneficiaries, or (iii) the Federal income tax status of the Trust as a "liquidating

trust” or (b) expand, add to, or modify the Plan, the Confirmation Order, or original stated purpose of the Trust (as described in the Plan and this Agreement). Notwithstanding this Section 10.01, any amendments to this Agreement shall not be inconsistent with the purpose and intention of the Trust to liquidate in an expeditious but orderly manner the GUC Trust Assets in accordance with Treasury Regulation Section 301.7701- 4(d).

ARTICLE XI

MISCELLANEOUS

11.1 Jurisdiction. The Bankruptcy Court shall have exclusive jurisdiction over (a) the Trust and the Trustee with respect to the administration of and activities relating to the Trust and (b) any issues or disputes arising out of this Agreement; *provided, however*, that notwithstanding the foregoing, the Trustee shall have the power and authority to commence and prosecute, in any court of competent jurisdiction, any GUC Trust Cause of Action transferred to the GUC Trust and to the extent it is determined that the Bankruptcy Court does not have jurisdiction over a particular proceeding or matter, such proceeding or matter may be adjudicated in any court of competent jurisdiction.

11.2 Notices. Any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if deposited, postage prepaid, in a post office or letter box, or transmitted by email, telex, facsimile, other telegraphic means, or sent by a nationally recognized overnight delivery service, addressed to the person for whom such notice is intended at such address as set forth below or such other address as may be provided to the other parties in writing. The date of receipt of such notice shall be the earliest of (a) the date of actual receipt by the receiving party, (b) the date of personal delivery (or refusal

upon presentation for delivery), (c) on the date of the transmission confirmation, or (d) three business days after service by first class mail.

If to the Trust/Trustee:

Phone: _____

Fax: _____

Email: _____

With a copy to:

If to the GUC Trust Board, then to each of:

[_____]

Phone: _____

Fax: _____

Email: _____

[_____]

Phone: _____

Fax: _____

Email: _____

[_____]

Phone: _____

Fax: _____

Email: _____

If to the Reorganized Debtor, then to:

[_____]

Exide Technologies
13000 Deerfield Parkway, Bldg. 200
Milton, Georgia 30003
Phone:
Fax:
Email:

With a copy to:

[_____]
Address
Phone:
Fax:
Email:

11.3 Notices if to a Beneficiary. Subject to any transfer recognized and recorded by the Trustee as set forth in Section 5.3, any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if deposited, postage prepaid, in a post office or letter box addressed to the person for whom such notice is intended to the name and address set forth in the case of a Beneficiary, on such Beneficiary's proof of claim (but in the event the Claim of such Beneficiary was validly transferred prior to the Distribution Record Date, to the name and address set forth in the applicable transfer notice), or if no proof of claim is filed, the address listed on the Debtor's Schedules or as listed in any other notice filed with the Bankruptcy Court and, if applicable, the Trust or such other means reasonably calculated to apprise the Beneficiary.

11.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of [_____], without giving effect to the rules governing the conflict of law which would require the application of the law of another jurisdiction.

11.5 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

11.6 No Execution. All funds in the Trust shall be deemed *in custodia legis* until such times as the funds have actually been paid to or for the benefit of a Beneficiary, and no Beneficiary or any other Entity can bind, pledge, encumber, execute upon, garnish, or attach the GUC Trust Assets in any manner or compel payment from the Trust except by Final Order of the Bankruptcy Court. Any such payment shall be governed solely by the Plan and this Agreement.

11.7 Plan and Confirmation Order. The terms of this Agreement are intended to supplement and effectuate the terms provided by the Plan and the Confirmation Order. Accordingly, to the extent that the terms of this Agreement are inconsistent with the terms set forth in the Plan, then the terms of this Agreement shall govern and control, provided, however, to the extent that the terms of this Agreement are inconsistent with the terms set forth in the Plan with respect to a matter that relates to the Senior Notes Deficiency Claim, then the terms of the Plan shall control over the terms of this Agreement only where a matter relates to the Senior Notes Deficiency Claim. To the extent that the terms of this Agreement are inconsistent with the terms set forth in the Confirmation Order, then the terms of the Confirmation Order shall govern and control. Any immaterial effectuating provisions of the Plan or this Agreement may be interpreted by the Trustee in such a manner that is consistent with the overall purpose and intent of the Plan and this Agreement all without further Bankruptcy Court order.

11.8 Severability. If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants

and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

11.9 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements or understandings between the parties with respect to the subject matter hereof.

11.10 Actions Taken on Other Than Business Day. In the event that any payment or act hereunder is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

11.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall, together constitute but one and the same instrument. A facsimile or electronic mail signature of any party shall be considered to have the same binding legal effect as an original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement (or are deemed to have so executed this Agreement) as of the day and year written above.

Trustee

Exide Technologies (in its capacity as Debtor and Reorganized Debtor)

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT A

[List of GUC Trust Board Members]

1. Esopus Creek Management LLC
2. Carl E. Ailara Jr., Esq. for HCL America, Inc.
3. Ocean Ridge Capital Advisors LLC

EXHIBIT B

[List of GUC Trust Preference Actions]

[To Be Provided]

EXHIBIT C

[Terms of Compensation for Trustee and GUC Trust Board Members]

1. Trustee Compensation - \$2,500 per month plus 2.75% of gross recoveries. The percentage component does not apply to recoveries from Preference Actions until the GUC Trust Cash Contribution is paid back to the Debtor.
2. GUC Trust Board Members – Each member of the GUC Trust Board shall be paid \$40,000 per year for the first two years after the GUC Trust is established. After the second anniversary of the establishment of the GUC Trust, the GUC Trustee and GUC Trust Board Members shall confer with one another to determine whether the annual compensation for each GUC Trust Board Member shall be adjusted downward.

Vernon Tort Claims Term Sheet

This term sheet (the "Term Sheet") sets for the terms and conditions forth a consensual resolution of the treatment of the Vernon Tort Claims under Exide's Plan of Reorganization.

1. The Plan will provide for the creation and funding of a trust (the "Vernon Tort Claims Trust") solely for the benefit of the Vernon Tort Claimants (Class F Claims).
2. All holders of Vernon Tort Claims shall exchange such Claims under the Plan for beneficial interests in the Vernon Tort Claims Trust. The Vernon Tort Claims Trust shall be formed and initially funded, promptly upon the later of the Bankruptcy Court's approval of the Vernon Tort Claims Trust or the Effective Date, with the contribution of cash in the amount of \$2,675,000 currently held as collateral in connection with policies issued by XL Specialty Insurance Company, Indian Harbor Insurance Company and/or Greenwich Insurance Company (collectively, and together with their affiliates and subsidiaries, "XL") (the "Initial Carrier"), such policies being listed on Schedule A hereto (the "Initial Carrier Policies") and is contingent upon such initial funding (the "Initial Funding"). As reflected in that certain coverage denial letter dated March 19, 2015, XL has denied coverage as to all Vernon Tort Claims. Pursuant to a mechanic involving the release of collateral held by XL, the Initial Funding is being paid by Exide from such collateral. Additional insurers, or XL on account of additional policies other than the Initial Carrier Policies, may agree to contribute to the Vernon Tort Claims Trust (in return for a full release as described below as to such policies) in amounts and on terms that may be agreed upon as follows:
 - a. prior to the effective date of Exide's plan of reorganization (the "Plan Effective Date"), as agreed upon amongst Exide, counsel for the Ad Hoc Group of Exide Tort Claimants (the "Ad Hoc Group") and the applicable insurer; and
 - b. after the Plan Effective Date, as may be agreed upon among the Trustee appointed to administer the Vernon Tort Claims Trust (the "Tort Trustee") and the applicable insurer (any insurer that settles in accordance with these provisions, and including the Initial Carrier, each a "Contributing Insurer") on account of specific policies from which agreed contributions are made to the Vernon Tort Claims Trust (each, and together with the Initial Carrier Policies, a "Contributed Policy"). The Vernon Tort Claimants (including plaintiffs in the Vernon Personal Injury Litigation) and their attorneys agree to engage in good faith negotiations with Exide, the Exide Parties, and any non-contributing insurers to evaluate the existence/non-existence of potential insurance coverage before proceeding with any merits discovery or merits litigation in the Recovery Litigation; provided, however, that nothing herein shall preclude or prevent Exide from discussing and consulting with the Tort Trustee and any insurer regarding any potential settlement of Recovery Litigation as may be permitted or required under any applicable insurance policies or at law (and provided further that any such right to discuss and consult shall not constitute a right to veto any such settlement).

3. The Initial Funding, together with all other receipts of the Vernon Tort Claims Trust, shall be used and distributed, in the discretion of the Tort Trustee to (w) engage in Recovery Litigation (as defined below) to attempt to augment the funds of such Trust, (x) prepare and file tax returns and pay for the other reasonable and necessary costs of administering such Trust, (y) distribute to the beneficiaries of such Trust, in accordance with the Trust Agreement to be submitted by the Ad Hoc Group for approval of the Bankruptcy Court, and (z) satisfy any Ad Hoc Group expenses not paid as administrative claims in Exide's chapter 11 case.
4. Subject to the limitations in the remainder of this Section 4, the Tort Trustee, including as successor plaintiff as to one or more of the civil actions currently pending by any of the Vernon Tort Claimants, shall be permitted to continue, from and after the Plan Effective Date, to seek civil recoveries from Exide and Exide Parties on account of the Vernon Tort Claims, with recourse only to applicable insurance, if any, which may provide coverage to Exide or any Exide Party on account of such action (except that Exide and Exide Parties may be named as party defendants solely to the extent necessary to ensure that applicable insurance coverage for such parties are implicated in such litigation) for the purpose of augmenting the Trust for the benefit of the beneficiaries of the Vernon Tort Claims Trust (the "Recovery Litigation"); provided, however, the Recovery Litigation shall proceed only in instances where the Trustee decides that there is a good faith, reasonable basis to believe that the Vernon Tort Claims are insured by third party insurers (other than the Contributing Insurers on account of Contributing Policies). It is the intention of the parties that, to the extent made a party defendant in a particular Recovery Litigation, Exide and the Exide Parties will not incur fees or costs to defend that Recovery Litigation. To that end, in the event that the applicable insurers fail to pay the defense fees and costs of a particular party defendant, then promptly upon receipt of a written demand from any defendant party to such litigation together with evidence of such denial and copies of all related communications, the Tort Trustee shall, in his or her discretion (a) dismiss such litigation as to such party, or (b) dismiss or stay such litigation (including as to discovery propounded to such party) as to such party and promptly commence, in the name of and on behalf of such defendant insureds, appropriate coverage litigation, and continue to prosecute such coverage litigation until settlement or judgment of such coverage litigation. Exide and all other Recovery Litigation defendants shall irrevocably assign, in such event, to the Tort Trustee the right to bring such insurance coverage litigation on their behalf as to all policies which the Tort Trustee believes may pertain to such Recovery Litigation. The Recovery Litigation as to any such non-covered party shall remain stayed or dismissed until such time as insurance coverage becomes available, and failing such coverage that Recovery Litigation shall not be pursued further against such non-covered party.
5. The Tort Trustee shall be permitted to pursue Recovery Litigation as to all other persons or entities except the following (defined collectively as the "Excluded Parties"):
 - a. XL, but solely on account of the Initial Carrier Policies;
 - b. a Contributing Insurer, on account of a Contributed Policy;

- c. Exide and the Exide Parties, except to the extent set forth at Section 4 above;
- d. The two entities listed on Schedule B hereto; and
- e. Each of the following, as such capitalized terms are used in the Plan: the Reorganized Debtor, Professionals, the Backstop Parties, the Consenting Creditors, the DIP Lenders, the DIP Agent, the Creditors' Committee, the Unofficial Noteholder Committee, the Senior Notes Indenture Trustee and the Subordinated Notes Indenture Trustee.

The Vernon Tort Claims Trust shall not be entitled to pursue, and releases claims against, the Excluded Parties, to the full extent set forth above (the "Covenant Not to Sue"). To the extent that the Tort Trustee obtains any judgment or settlement against a third party (including an insurance company that is not a Contributing Insurer on account of a Contributed Policy) and such third party is determined to have a right of contribution or indemnification against Exide or an Exide Party on account thereof, the Tort Trustee shall agree to a reduction in such judgment or settlement to the extent thereof; provided, however that any such reduction shall only be to the extent determined to be actually owed by Exide or an Exide Party to such third party and such obligation was not discharged or released under Exide's Chapter 11 Plan, and Exide shall fully defend at its own cost the discharges and releases under its Chapter 11 Plan at its own cost. Nothing in this Term Sheet or the settlement contemplated herein is intended to or shall affect the discharge of any claims against Exide, which discharge is governed exclusively by the Plan and applicable law.

- 6. The Plan will provide for the appointment of the Tort Trustee to administer the Vernon Tort Claims Trust on behalf of the Vernon Tort Claimants and, among other things, determine any claim amounts of, and distributions to, the individual Vernon Tort Claimants. The Tort Trustee's determinations regarding claim amounts and distributions shall be without respect to whether or how a Vernon Tort Claimant voted concerning the Plan or the releases contemplated therein, and the procedure for administering distributions shall be designed to maximize the participation of Vernon Tort Claimants whose claims are determined to be valid. The Tort Trustee shall be nominated by the Ad Hoc Group, subject to Court approval after notice to other parties. The Tort Trustee shall comply with all applicable federal, state and local laws and regulations regarding settlements with minors, Medicare/Medicaid/SSA set aside issues and all other similar issues. All fees and expenses of the Tort Trustee and professionals engaged by the Tort Trustee shall be paid directly from the Vernon Tort Claims Trust res.
- 7. Neither Exide nor the Exide Parties will have a role in the administration, allowance or disallowance of claims, any distributions from the trust, or any other role relating to the Vernon Tort Claims Trust after the Plan Effective Date; provided, however, that the Tort Trustee shall provide timely notice to Exide with respect to the Tort Trustee's plans for addressing compliance with all applicable federal, state and local laws and regulations regarding settlements with minors, Medicare/Medicaid/SSA set aside issues, and all other similar issues.

8. The fees and costs of the professionals for the Ad Hoc Group incurred prior to the Plan Effective Date (the “Ad Hoc Group Admin Expenses”) will be paid as Administrative Claims of the Exide estate under Code section 503(b) in an amount not to exceed \$325,000, and any unused portion of the same shall be added to the Initial Funding.
9. All fees and costs of the Tort Trustee and counsel for the Tort Trustee shall be paid solely from and by the Vernon Tort Claims Trust.
10. As a condition to the creation of the Vernon Tort Claims Trust and the carve-out from the Plan injunction to permit the Recovery Litigation to proceed as described above, the Vernon Tort Claimants shall vote to accept the Plan in amounts sufficient to cause acceptance of the Plan by the holders of Class F Claims. In addition, counsel to the Ad Hoc Group shall cause all of the Vernon Tort Claimants that are part of the Ad Hoc Group (as listed at Schedule C hereto) to change their votes to accept the Plan and to become Releasing Parties as defined in and pursuant to the Plan. Upon the Effective Date of the Plan, the Plaintiffs in the presently pending Vernon Personal Injury Litigation who are members of the Ad Hoc Group and who have not previously filed timely proofs of claim in Exide's Chapter 11 Case shall be deemed to participate in Class F under the Plan and in the Vernon Tort Trust as if they had filed timely proofs of claim, and, further shall file proofs of claim as soon as practicable and in any event shall be deemed to have provided the releases set forth in this Term Sheet agreement. Counsel for the Ad Hoc Group certifies that they have the authority to agree to these terms on behalf of such plaintiffs.
11. Pursuant to the Plan, the Vernon Tort Claimants shall transfer the Vernon Tort Claims to the Vernon Tort Claims Trust, which transfer shall be subject to the Covenant Not to Sue. Pursuant to the Plan, all Vernon Tort Claimants affirmatively release the Released Parties (as defined in the Plan), including for the avoidance of doubt XL solely on account of the Initial Carrier Policies. This Release shall be effective notwithstanding the carve-out to the plan injunction to allow the Recovery Litigation described above, and the Vernon Tort Claimants and the Vernon Tort Claims Trust shall not seek to satisfy any settlement, judgment or other recovery they may obtain from the personal or other assets of any of the Released Parties.
12. Any Vernon Tort Claimant seeking a distribution from the Vernon Tort Claims Trust shall execute an individual settlement and release of claims as to the Released Parties in a form agreed to and approved by Exide and the Tort Trustee as a precondition to receiving such distribution. The form of settlement and release shall address compliance with all applicable federal, state and local laws and regulations regarding settlements with minors, Medicare/Medicaid/SSA set aside issues, among other similar issues.
13. Exide shall deliver to the Tort Trustee copies of all insurance policies and coverage letters in its possession not previously provided, if any, and will instruct its insurance brokers to do the same. The Ad Hoc Group and Exide, and their respective attorneys and other representatives, shall cooperate with each other and take such actions as may be reasonably necessary or appropriate to effectuate the terms set forth in this Term Sheet.

14. Other than the attorneys' fees specifically addressed in this Term Sheet, each party will bear the expenses it incurs in connection with all matters in any way related to the Vernon Tort Claims.
15. If the agreement embodied in this Term Sheet is not approved by the Bankruptcy Court as a component of the Plan, or if the Plan does not become effective, then the settlement embodied by this Term Sheet will be deemed rescinded and of no effect and all parties shall be restored to their positions as if they had never agreed to this Term Sheet.
16. Nothing in this Term Sheet is intended to be or shall be construed to be an admission by any party of any liability or fault of any kind as to any claim or allegation regarding the Vernon Tort Claims, or to any other claim.
17. Defined Terms
 - A. "Exide" means Exide, its predecessors, successors (including, with respect to the Debtor, the Reorganized Debtor), affiliates and subsidiaries.
 - B. "Exide Party" or "Exide Parties" means any or all of Exide's former, present and future officers, directors, and employees.
 - C. "Released Party or Released Parties" means the entities defined in Article 1.166 of the Plan.
 - D. "Releasing Party or Releasing Parties" means the entities defined in Article 1.167 of the Plan.
 - E. "Vernon Personal Injury Litigation" means the litigations commenced in California state court as described on Schedule D attached hereto.
 - F. "Vernon Tort Claimants" means any and all claimants who timely filed a Proof of Claim in Exide's chapter 11 case on account of a Vernon Tort Claim and in accordance with the order entered by the Bankruptcy Court in this case at Docket No. 788 and/or who is a plaintiff in any Vernon Personal Injury Litigation.
 - G. "Vernon Tort Claims" means any and all claims, proofs of claim, actions, causes of action, rights, liabilities and obligations relating to the alleged discharges of lead, arsenic and any other alleged contaminants or substances from or in any way related to Exide's Vernon recycling facility including but not limited to any claims for wrongful death; survivor claims; loss of consortium; negligence; negligence per se; absolute liability for ultrahazardous activity; misrepresentation and fraudulent concealment; private permanent nuisance; private continuing nuisance; public permanent nuisance causing special injury; public continuing nuisance causing special injury; permanent trespass; continuing trespass; and unfair business practices under the California state code.

SCHEDULE A**XL Initial Carrier Policies**

	<u>Policy Type</u>	<u>Policy Year</u>	<u>Policy Number</u>	<u>Inception (Effective) Date</u>
1.	PARLL	2001-2002	PEC 000506201	
2.	PARLL	2002-2003	PEC 000506202	
3.	PARLL	2003-2004	PEC 000506203	
4.	PARLL	2004-2005	PEC 000506204	9/28/04
5.	PARLL	2005-2006	PEC 000506205	10/12/05
6.	PARLL	2006-2007	PEC 000506206	12/15/06
7.	PARLL	2007-2008	PEC 000506207	12/15/07
8.	PARLL	2008-2009	PEC 000506208	12/15/08
9.	PARLL	2009-2010	PEC 000506209	12/15/09
10	PARLL	2010-2011	PEC 000506210	12/15/10
11	PARLL	2011-2012	PEC 000506211	12/15/11
12	PARLL	2012-2013	PEC 000506212	12/15/12
13	PARLL	2013-2014	PEC 000506213	12/15/13

SCHEDULE B

EXCLUDED THIRD PARTIES

1. Environ International Corporation
2. Advanced GeoServices Corporation

SCHEDULE C

AD HOC GROUP SCHEDULE OF VERNON TORT CLAIMANTS

SCHEDULE D

VERNON PERSONAL INJURY LITIGATION

Alma Hernandez, et al. v. James R. Bloch, et al., Superior Court of the State of California,
County of Los Angeles-Central District, Docket No. BC567760

Juan Rodriguez, et al. v. James R. Bloch, et al., Superior Court of the State of California,
County of Los Angeles-Central District, Docket No. BC567758

Alan Salvador Aguirre, et al. v. James R. Bloch, et al., Superior Court of the State of
California, County of Los Angeles-Central District, Docket No. BC567401

Odalyz Abreo, et al. v. James R. Bloch, et al., Superior Court of the State of California,
County of Los Angeles-Central District, Docket No. BC567894

Thomas Lopez, et al. v. James R. Bloch, et al., Superior Court of the State of California,
County of Los Angeles-Central District, Docket No. BC567512

Carlos M. Barron, et al. v. James R. Bloch, et al., Superior Court of the State of California,
County of Los Angeles-Central District, Docket No. BC567759

Cecilia Aguilar, et al. v. James R. Bolch, et al., Superior Court of the State of California,
County of Los Angeles-Central District, Docket No. BC573733

Claimant Name	Claimant Address	Claim No.	Claim Amount
AARON SANTIBANEZ (MINOR)	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3708	Unliquidated
ABDON MERCADO	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3508	\$10,000,000.00
ABELARDO DELGADO	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3693	Unliquidated
ABRAHAM RAMON VILLA OSORIO	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3478	\$10,000,000.00
ADRIAN ESCAREGA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3066	\$5,000,000.00
AHILYN CUMPLIDO	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3587	\$10,000,000.00
ALAN SALVADOR AGUIRRE	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3573	\$10,000,000.00
ALBA ROMO	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2551	\$10,000,000.00
ALEJANDRA V HUSMAN	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert	3382	\$10,000,000.00
ALEJANDRO MERAS	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3617	\$10,000,000.00
ALEJO VELEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3547	\$5,000,000.00
ALEXANDER A GARCIA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3120	\$5,000,000.00
ALEXANDRO MERAZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3096	\$5,000,000.00
ALEXIS PONCE	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3564	\$10,000,000.00
ALICIA ALEMAN	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3781	Unliquidated
ALICIA ESQUIVEL	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3596	\$10,000,000.00
ALICIA JURADO, GUARDIAN OF MINOR ANTHONY ROSALES	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3046	\$5,000,000.00

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ALICIA JURADO, GUARDIAN OF MINOR HECTOR ROSALES	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3133	\$5,000,000.00
ALICIA JURADO, GUARDIAN OF MINOR ONNIKA ROSALES	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3194	\$5,000,000.00
ALICIA MONCADA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3549	\$5,000,000.00
ALICIA MONCADA GUARDIAN OF MINOR BILLY LOPEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3541	\$5,000,000.00
ALICIA RANGEL	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3811	\$5,000,000.00
ALICIA TREJO	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert	2581	\$10,000,000.00
ALMA E RICO HERNANDEZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert	2575	\$10,000,000.00
ALMA GONZALES FLORES	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert	3406	\$10,000,000.00
ALMA VARGAS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3103	\$5,000,000.00
ALMA VARGAS, GUARDIAN OF MINOR ALEN VARGAS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3111	\$5,000,000.00
ALMA VARGAS, GUARDIAN OF MINOR ISAI F RINCON	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3135	\$5,000,000.00
AMY GUERRERO OBO DECEDENT YUNUE AMAYELI MAYA ARIAS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3861	\$5,000,000.00
AMY UVERA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3054	\$5,000,000.00
AMY UVERA, GUARDIAN OF MINOR BREEHELEN CHAVEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3083	\$5,000,000.00
AMY UVERA, GUARDIAN OF MINOR ISAAC OCHOA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3036	\$5,000,000.00
ANA CARDENAS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3068	\$5,000,000.00
ANA FLORES	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3116	\$5,000,000.00
ANA I GALVES	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3137	\$5,000,000.00
ANA L PEREIRA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3160	\$5,000,000.00
ANA M FLORES GUARDIAN OF MINOR DAVID FUENTES	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3016	\$5,000,000.00

EXHIBIT A

ANA MARIA FLORES, GUARDIAN OF MINOR SERGIO FUENTES	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3099	\$5,000,000.00
ANA PLASCENCIA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert	2562	\$10,000,000.00
ANA ROSA FRANCO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3536	\$5,000,000.00
ANA ROSA PADILLA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3477	\$10,000,000.00
ANA VIVIAN	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3688	Unliquidated
ANDREA A LOPEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3154	\$5,000,000.00
ANDREA LOPEZ, GUARDIAN OF MINOR AVOREE J ANTONIO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3011	\$5,000,000.00
ANDREW VASQUEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3470	\$10,000,000.00
ANDY PEREZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3507	\$10,000,000.00
ANDY PEREZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3560	\$10,000,000.00
ANGEL CABRERA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2572	\$10,000,000.00
ANGEL N SANCHEZ MARTINEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3749	Unliquidated
ANGEL SANCHEZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2576	\$10,000,000.00
ANGEL VARGAS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3153	\$5,000,000.00
ANGELICA CALDERON	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3768	Unliquidated
ANGELICA MACIAS CARDENAS	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3415	\$10,000,000.00
ANICETO MUNOZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2553	\$10,000,000.00

EXHIBIT A

ANTHONY SORIANO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3176	\$5,000,000.00
ANTONIO DAVILA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2563	\$10,000,000.00
ANTONIO DAVILA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2564	\$10,000,000.00
ANTONIO DAVILA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3410	\$10,000,000.00
ANTONIO DAVILA (SON)	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3408	\$10,000,000.00
ARACELI CABRERA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3777	Unliquidated
ARACELI JIMENEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3690	Unliquidated
AREKY MERINA, GUARDIAN OF MINOR MARILYN LOPEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3020	\$5,000,000.00
ARMANDO BUELNA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3594	\$10,000,000.00
ARMANDO MARTOS	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3609	\$10,000,000.00
ARTRA VILLAREAL	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3860	\$10,000,000.00
ARTRA VILLAREAL	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3867	\$10,000,000.00
ARTURO LOPEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3726	Unliquidated
ARTURO MONTERO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3191	\$5,000,000.00

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ASCENSION OCHOA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2537	\$10,000,000.00
ASHLEY L MARTINEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3152	\$5,000,000.00
ASHLEY RAMIREZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3413	\$10,000,000.00
ASHLEY ROSALES	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3173	\$5,000,000.00
AUDRINA RIOS	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3606	\$10,000,000.00
AVAHI LOPEZ ZONIGA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3764	Unliquidated
AZAEL MUNGUIA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3472	\$10,000,000.00
AZUCENA LAGUNA, GUARDIAN OF MINOR ALLISON LONA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3073	\$5,000,000.00
AZUCENA LAGUNA, GUARDIAN OF MINOR ARNOLD LONA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3074	\$5,000,000.00
BALDOMERO MARROQUIN	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3581	\$10,000,000.00
BARBARA CASQUINO	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2550	\$10,000,000.00
BARBARA MARTINEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3675	Unliquidated
BERTHA ESTRADA GUARDIAN OF MINOR BRANDON GUERRERO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3168	\$5,000,000.00
BERTHA ESTRADA, GUARDIAN OF MINOR ARMANDO GUERRERO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3144	\$5,000,000.00

EXHIBIT A

BLANCA MORENO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3108	\$5,000,000.00
BLANCA MORENO, GUARDIAN OF MINOR ANGEL AGUILAR	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3131	\$5,000,000.00
BLANCA TIRADO	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3742	Unliquidated
BOBBY JOE MARTINEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3676	Unliquidated
BRANDON X RIOS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3050	\$5,000,000.00
BRAULIO RAMIREZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3704	Unliquidated
BRENDA L NUNEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3088	\$5,000,000.00
BRENDA VELA, GUARDIAN OF MINOR ADRIEN SEGURA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3081	\$5,000,000.00
BRENDA VELA, GUARDIAN OF MINOR HUMBERTO SEGURA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3031	\$5,000,000.00
BRENDA VELA, GUARDIAN OF MINOR VALERIA SEGURA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3030	\$5,000,000.00
BRIAN MEJIA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3189	\$5,000,000.00
BRIAN TAPIA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3177	\$5,000,000.00
BRIANNA B IBARRA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3394	\$10,000,000.00
BRYAN GONZALES (MINOR)	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3671	Unliquidated

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BRYANT ALFARO (MINOR)	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3786	Unliquidated
CANDACE PEINADO	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3686	Unliquidated
CARINA LIZETH FLORES	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3114	\$5,000,000.00
CARLOS DOMINZUEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3724	Unliquidated
CARLOS ESQUIZEL	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3722	Unliquidated
CARLOS HUSMAN	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3396	\$10,000,000.00
CARLOS JIMENEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3539	\$5,000,000.00
CARLOS M BARRON	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3474	\$10,000,000.00
CARLOS ORTIZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3574	\$10,000,000.00
CARMEN BUENROSTRO	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3498	\$10,000,000.00
CARMEN FELIX	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3485	\$10,000,000.00
CARMEN PAVIA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3553	\$5,000,000.00
CAROLINE ZAVALA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3772	Unliquidated
CAROLINE ZAVALA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3778	Unliquidated

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CECILIA AGUILAR	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3670	Unliquidated
CESAR RAMIREZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3700	Unliquidated
CESAR RAMIREZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3703	Unliquidated
CHERYL A MEDINA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3061	\$5,000,000.00
CHRISTIAN VARGAS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3062	\$5,000,000.00
CHRISTIAN ZAVALA (MINOR)	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3765	Unliquidated
CHRISTIAN ZAVALA (MINOR)	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3770	Unliquidated
CHRISTIAN ZAVALA (MINOR)	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3794	Unliquidated
CLAUDIA I PEREIRA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3161	\$5,000,000.00
CLAUDIA MORENO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3139	\$5,000,000.00
CLAUDIA MORENO, GUARDIAN OF MINOR FERNANDO VERGARA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3156	\$5,000,000.00
CLEO GARCIA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3480	\$10,000,000.00
CONCEPCION GOMEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3668	Unliquidated
COREY PEREZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3506	\$10,000,000.00

EXHIBIT A

COREY PEREZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3559	\$10,000,000.00
CRUZ BECERRA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3729	Unliquidated
CRUZ CUIEL	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3488	\$10,000,000.00
CYNTHIA AGUILAR	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3662	\$5,000,000.00
CYNTHIA M ALANIS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3044	\$5,000,000.00
CYNTHIA MARTOS	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3610	\$10,000,000.00
DAISY ASHLEY BUELNA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3509	\$10,000,000.00
DAISY HERNANDEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3484	\$10,000,000.00
DANIEL AARON PEREZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2588	\$10,000,000.00
DANIEL CASQUINO	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2541	\$10,000,000.00
DANIEL FLORES	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3666	Unliquidated
DANIEL HERRERA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3673	Unliquidated
DANIELA URISTA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3496	\$10,000,000.00
DANILO JOSE DE AVILA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3407	\$10,000,000.00

EXHIBIT A

DARLENE L ORTIZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3126	\$5,000,000.00
DARREN A WILLIAMS	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3468	\$10,000,000.00
DAVID SANCHEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3684	Unliquidated
DELORES TINAJERO	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3685	Unliquidated
DENIS QUINONEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3716	Unliquidated
DIANA BERNAL	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3048	\$5,000,000.00
DIEGO ALEXANDER PEREZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3500	\$10,000,000.00
DOLORES PEREZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3462	\$10,000,000.00
DOMINGO GONZALES	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3669	Unliquidated
DOMINIC MARTINEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3677	Unliquidated
EDILBER PALACIOS	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3463	\$10,000,000.00
EDITH GONZALES	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2567	\$10,000,000.00
EDITH MENDOZA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3705	Unliquidated
EDWARD JOSEPH CANO	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2584	\$10,000,000.00

EXHIBIT A

EDWIN AGUILAR	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3863	\$5,000,000.00
EDWIN LOPEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3537	\$5,000,000.00
EDWIN LOPEZ-PAZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3727	Unliquidated
ELENA IBARRA, GUARDIAN OF MINOR EBONY TOSCANO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3085	\$5,000,000.00
ELI M LOPEZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3392	\$10,000,000.00
ELISABETH BELTRAN	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3505	\$10,000,000.00
ELIYAH S RIOS	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3607	\$10,000,000.00
ELIZABETH TORRES, GUARDIAN OF MINOR CRYSTAL ACEVES	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3010	\$5,000,000.00
EMANUEL CABRERA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2573	\$10,000,000.00
EMILY GABION	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2577	\$10,000,000.00
EMMANUEL JIMENEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3585	\$10,000,000.00
ENZO SANTIBANEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3709	Unliquidated
ERICA VILLICANA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3799	\$10,000,000.00
ERIKA AYON	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3123	\$5,000,000.00

EXHIBIT A

ERIKA AYON, GUARDIAN OF MINOR GERARDO LUQUE	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3188	\$5,000,000.00
ERIKA AYON, GUARDIAN OF MINOR JESUS LUQUE	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3110	\$5,000,000.00
ERNESTINA BAUTISTA HERNANDEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3510	\$10,000,000.00
ERNESTO RAMIREZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2582	\$10,000,000.00
ESMERALDA GONZALES VANEGAS	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3616	\$10,000,000.00
ESPERANZA MEDINA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3386	\$10,000,000.00
ESPERANZA N PORTILLO	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3476	\$10,000,000.00
ESTHELA FERNANDEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3659	\$5,000,000.00
EVA SEGURA, GUARDIAN OF MINOR CHRISTOPHER SEGURA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3080	\$5,000,000.00
EVA SEGURA, GUARDIAN OF MINOR KAITLYN A NOGUERA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3159	\$5,000,000.00
EVANGELIA GONZALES	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3614	\$10,000,000.00
EVANGELINA ALFARO	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3784	Unliquidated
EVELYN LOPEZ-PAZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3728	Unliquidated
FERNANDO GONZALES ESPINOZA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3612	\$10,000,000.00

EXHIBIT A

FIDENCIO MEDINA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3385	\$10,000,000.00
FLOR REYES	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3089	\$5,000,000.00
FLOR REYES GUARDIAN OF MINOR NICOLE MEJIA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3018	\$5,000,000.00
FRANCISCA CONTRERAS CERVANTES	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3797	\$10,000,000.00
FRANCISCA MARTINEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3713	Unliquidated
FRANCISCO JAVIER JIMENEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3746	Unliquidated
FRANCISCO MARTINEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3678	Unliquidated
FRANK DISCUSSION	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3589	\$10,000,000.00
GABRIEL MARTINEZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3388	\$10,000,000.00
GABRIELA RAMOS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3022	\$5,000,000.00
GABRIELA RAMOS, GUARDIAN OF MINOR DENNIS ALEJANDRE	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3013	\$5,000,000.00
GABRIELLA MARTINEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3714	Unliquidated
GEORGE A CHANG	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3576	\$10,000,000.00
GEORGE MONTANO	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3681	Unliquidated

EXHIBIT A

GEORGINA J CHANG	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3578	\$10,000,000.00
GERARDO JIMENEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3691	Unliquidated
GERARDO NUNEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3025	\$5,000,000.00
GILBERTO RANGEL	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3696	Unliquidated
GILDA CHAPA SANCHEZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2549	\$10,000,000.00
GLORIA BUELNA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3499	\$10,000,000.00
GLORIA VILLANUEVA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2589	\$10,000,000.00
GONSALO MEDRANO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3049	\$5,000,000.00
GRISelda VARAJAS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3118	\$5,000,000.00
GRISelda VARAJAS, GUARDIAN OF MINOR MARTIN VARAJAS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3192	\$5,000,000.00
GUADALUPE CONTRERAS CERVANTES	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3798	\$10,000,000.00
GUADALUPE LEON	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3381	\$10,000,000.00
GUADALUPE LOPEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3745	Unliquidated
GUADALUPE ROSALES	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3682	Unliquidated

EXHIBIT A

GUDELIA TERRAZAS	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3618	\$10,000,000.00
GUILLERMO A PEREZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3769	Unliquidated
GUSTAVO ARIAS	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3416	\$10,000,000.00
HAILEY SANCHEZ (MINOR)	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3744	Unliquidated
HAZELLE SANCHEZ (MINOR)	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3743	Unliquidated
HECTOR J ROMO	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2555	Unliquidated
HERIBERTO BLANCAS	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2547	\$10,000,000.00
HERIBERTO HERNANDEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3077	\$5,000,000.00
HILDA E MENDOZA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3502	\$10,000,000.00
HUMBERTO HERNANDEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3184	\$5,000,000.00
IMELDA ESPARZA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3391	\$10,000,000.00
INDIKIA MCKENLEY	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2585	\$10,000,000.00
IRANY PONCE	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3565	\$10,000,000.00
ISAAC LOPEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3763	Unliquidated

EXHIBIT A

ISAAIAH ALEMAN (MINOR)	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3782	Unliquidated
ISRAEL GONZALES	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3405	\$10,000,000.00
ITZEL LOPEZ-PAZ (MINOR)	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3698	Unliquidated
IVAN LOPEZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3390	\$10,000,000.00
JACKIE PEREZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3162	\$5,000,000.00
JACKIE PEREZ, GUARDIAN OF MINOR ALIZE MEJIA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3157	\$5,000,000.00
JACKIE PEREZ, GUARDIAN OF MINOR JAYLEEN PEREZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3032	\$5,000,000.00
JADE MARIE MARTINEZ (MINOR)	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3679	Unliquidated
JAMEIRA TOSCANO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3183	\$5,000,000.00
JASMINE ALFARO (MINOR)	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3787	Unliquidated
JAVIER GARCIA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3572	\$10,000,000.00
JAYCOB GAONA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3395	\$10,000,000.00
JAZIER SANTIBANEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3711	Unliquidated
JEFFREY FORSYTHE	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3661	\$5,000,000.00

EXHIBIT A

JENNIFER HERNANDEZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3398	\$10,000,000.00
JERRY PAVIA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3552	\$5,000,000.00
JESSICA DIAZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3067	\$5,000,000.00
JESSICA HERNANDEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3178	\$5,000,000.00
JESSICA PARENTE	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3657	\$5,000,000.00
JESSIE EMANUEL GOMEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3569	\$10,000,000.00
JESUS E GONZALEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3494	\$10,000,000.00
JESUS L ACOSTA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3196	\$5,000,000.00
JESUS LOPEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3518	\$5,000,000.00
JESUS PLASCENCIA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2559	\$10,000,000.00
JILBERTO MORENO	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3597	\$10,000,000.00
JIMMY HERNANDEZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3400	\$10,000,000.00
JIMMY MORALES	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3119	\$5,000,000.00
JOANNA E HERNANDEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3164	\$5,000,000.00

EXHIBIT A

JOANNA HERNANDEZ, GUARDIAN OF MINOR DNEEY CAMPOS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3182	\$5,000,000.00
JOANNA HERNANDEZ, GUARDIAN OF MINOR DNEEL CAMPOS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3082	\$5,000,000.00
JOAQUIN GUZMAN	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3586	\$10,000,000.00
JOCELYN AVILA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3608	\$10,000,000.00
JOE GONZALEZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2580	\$10,000,000.00
JOEY NAVARETTE	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3109	\$5,000,000.00
JOHN TINAJERO	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3735	Unliquidated
JONATHAN ROMO	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2536	\$10,000,000.00
JORGE L NAVARRO	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3473	\$10,000,000.00
JORGE STOPANI	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3461	\$10,000,000.00
JOSALYN PEREZ, GUARDIAN OF MINOR BELLA MEJIA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3040	\$5,000,000.00
JOSE A FARIAS	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3571	\$10,000,000.00
JOSE ANTONIO GUTTIEREZ JR	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3575	\$10,000,000.00
JOSE D GONZALES	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2593	\$10,000,000.00

EXHIBIT A

JOSE J VELASQUEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3134	\$5,000,000.00
JOSE L FLORES	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3115	\$5,000,000.00
JOSE LUIS CARLOS MACIAS	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2568	\$10,000,000.00
JOSE LUIS GUTIERREZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2591	\$10,000,000.00
JOSE LUIS GUTIERREZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3403	\$10,000,000.00
JOSE LUIS MAGANO	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2558	\$10,000,000.00
JOSE MAGANO (SON)	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2560	\$10,000,000.00
JOSE MARIA GUTIERREZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3495	\$10,000,000.00
JOSE MENDOZA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3489	\$10,000,000.00
JOSE P VELASQUEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3007	\$5,000,000.00
JOSEFINA JIMENEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3757	Unliquidated
JOVANNI FLORES	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3665	Unliquidated
JOVITA MORALES	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3026	\$5,000,000.00
JUAN GONZALEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3767	Unliquidated

EXHIBIT A

JUAN JOSE GUDINO	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3481	\$10,000,000.00
JUAN M RENTERIA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3107	\$5,000,000.00
JUAN MENDEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3548	\$5,000,000.00
JUAN PLASCENCIA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2554	\$10,000,000.00
JUAN RODRIGUEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3602	\$10,000,000.00
JUAN SANCHEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3754	Unliquidated
JUANITA VANEGAS TORRES	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3613	\$10,000,000.00
JUDE ORTIZ (MINOR)	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3730	Unliquidated
JUDITH DELGADO	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3692	Unliquidated
JULIAN RICHARD CHAVEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3527	\$5,000,000.00
JULIAN ZAVALA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3687	Unliquidated
JULIEANNA M DURAN	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3064	\$5,000,000.00
JUSTIN K SERGIO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3174	\$5,000,000.00
KAREN CALERO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3141	\$5,000,000.00

EXHIBIT A

KAREN CALERO GUARDIAN OF MINOR BRIAN GOMEZ JR	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3171	\$5,000,000.00
KAREN HERNANDEZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3399	\$10,000,000.00
KARINA AVILA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3789	Unliquidated
KARINA DIAZ, GUARDIAN OF MINOR CAMILA MAGANA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3043	\$5,000,000.00
KARINA DIAZ, GUARDIAN OF MINOR LUNA MAGANA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3041	\$5,000,000.00
KARINA HERNANDEZ GUTIERREZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3401	\$10,000,000.00
KARINA LOPEZ ZUNIGO	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3753	Unliquidated
KARINA MARTINEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3747	Unliquidated
KARLA RAMIREZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3414	\$10,000,000.00
KARLA S ROSGADO	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3739	Unliquidated
KARY MIRALRIO LOPEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3752	Unliquidated
KATSUMI L MIRALRIO LOPEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3751	Unliquidated
KELLY CURIMAO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3057	\$5,000,000.00
KELLY CURIMAO, GUARDIAN OF MINOR CHRISTIAN CURIMAO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3150	\$5,000,000.00

EXHIBIT A

KENDERICK ROSGADO (MINOR)	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3741	Unliquidated
KEVIN GONZALEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3766	Unliquidated
KHRIS A SANCHEZ MARTINEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3748	Unliquidated
KIMBERLY FLORES	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3098	\$5,000,000.00
KIMBERLY L CURIMAO-BUTAC	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3079	\$5,000,000.00
KIMBERLY LUNA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3694	Unliquidated
LAURA BANUELOS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3053	\$5,000,000.00
LAURA BANUELOS, GUARDIAN OF MINOR ARIEL SALINAS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3038	\$5,000,000.00
LAURA BANUELOS, GUARDIAN OF MINOR RUBEN B SALINAS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3186	\$5,000,000.00
LEILANI PEREZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3482	\$10,000,000.00
LEILANI PEREZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3562	\$10,000,000.00
LEONARDO AVILA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3788	Unliquidated
LESLY FLOREZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3590	\$10,000,000.00
LETICIA FARIAS	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3570	\$10,000,000.00

EXHIBIT A

LETICIA LINAN	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3737	Unliquidated
LINDA L GONZALEZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2578	\$10,000,000.00
LORENZA RIVERA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3595	\$10,000,000.00
LUCIA V ROMO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3180	\$5,000,000.00
LUCILLE FARFAN RAMOS	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3558	\$10,000,000.00
LUCY CURIEL GESENA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3504	\$10,000,000.00
LUIGI H AGUILAR	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3660	\$5,000,000.00
LUIS ENRIQUE MENDOZA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3706	Unliquidated
LUISA MARIA CARRANZA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3412	\$10,000,000.00
LURDES VILLEGAS OBO DECEDENT CLAUDIA MARTINEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3655	\$5,000,000.00
LUZ MARIA ROMAN	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3663	\$5,000,000.00
LUZ MENDOZA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3383	\$10,000,000.00
LYANNA MARTIN	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2590	\$10,000,000.00
M CURIEL	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3866	\$10,000,000.00

EXHIBIT A

MADLINE GUERARA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3774	Unliquidated
MAGZA PAZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3725	Unliquidated
MANUEL HERNANDEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3063	\$5,000,000.00
MANUEL MORFIN	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3464	\$10,000,000.00
MANUELA MEDINA GUARDIAN OF MINOR ALEJANDRO MEDINA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3009	\$5,000,000.00
MARCELO HERNANDEZ RAMIREZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3460	\$10,000,000.00
MARCELO HERNANDEZ RAMIREZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3561	\$10,000,000.00
MARCO ANTONIO MARTIN	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2561	\$10,000,000.00
MARCOS IBARRA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3059	\$5,000,000.00
MARCOS SUENTES (MINOR)	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3723	Unliquidated
MARIA VELEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3519	\$5,000,000.00
MARIA ACENEDO	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3417	\$10,000,000.00
MARIA ANGELINA RAMIREZ GUTIERRAZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3738	Unliquidated
MARIA CASTILLO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3056	\$5,000,000.00

EXHIBIT A

MARIA CASTILLO OBO DECEDENT BRANDON RIOS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3656	\$5,000,000.00
MARIA CASTILLO, GUARDIAN OF MINOR AUDRINA S RIOS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3136	\$5,000,000.00
MARIA CASTILLO, GUARDIAN OF MINOR BRANDY RIOS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3125	\$5,000,000.00
MARIA CASTILLO, GUARDIAN OF MINOR ELIJAH RIOS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3037	\$5,000,000.00
MARIA CASTILLO, GUARDIAN OF MINOR MATTHEW A RIOS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3101	\$5,000,000.00
MARIA CASTILLO, GUARDIAN OF MINOR NATALIA S RIOS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3138	\$5,000,000.00
MARIA CERVANTES	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3791	Unliquidated
MARIA CRUZ, GUARDIAN OF MINOR MARIBEL CRUZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3005	\$5,000,000.00
MARIA CRUZ, GUARDIAN OF MINOR MARISELA CRUZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3163	\$5,000,000.00
MARIA DE LOS ANGELES VELEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3469	\$10,000,000.00
MARIA DEL CARMEN RAMIREZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3493	\$10,000,000.00
MARIA DEL CARMEN VASQUEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3106	\$5,000,000.00
MARIA DEL ROSARIO ALCANTAR	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3780	Unliquidated
MARIA DEUSTUA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3130	\$5,000,000.00

EXHIBIT A

MARIA E BARRON	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3475	\$10,000,000.00
MARIA ELENA DUPONE	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3793	Unliquidated
MARIA ELENA RIVERA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3591	\$10,000,000.00
MARIA G LOPEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3593	\$10,000,000.00
MARIA GUERARA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3736	Unliquidated
MARIA LUISA GONSALEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3097	\$5,000,000.00
MARIA OCHOA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3550	\$5,000,000.00
MARIA TRINIDAD JIMENEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3689	Unliquidated
MARIA VELEZ GUARDIAN OF MINOR LESZLY GOMEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3529	\$5,000,000.00
MARIA VELEZ GUARDIAN OF MINOR VALARIE VARGAS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3652	\$5,000,000.00
MARIA ZEPEDA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3538	\$5,000,000.00
MARICARMEN ZEPEDA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3526	\$5,000,000.00
MARIE LANDEROS	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3393	\$10,000,000.00
MARINA MORFIN	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3466	\$10,000,000.00

EXHIBIT A

MARIO MORALES	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3467	\$10,000,000.00
MARISOL JUAREZ DE LEON	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3707	Unliquidated
MARISOL MENDOZA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3592	\$10,000,000.00
MARTA SANCHEZ GUARDIAN OF MINOR CHRISTOPHER GARCIA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3170	\$5,000,000.00
MARTHA AMBRIZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3522	\$5,000,000.00
MARTHA LAURA IBARRA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3045	\$5,000,000.00
MARTHA OFELIA JIMENEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3755	Unliquidated
MARTHA RUIZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3733	Unliquidated
MARTIN VALENSI VARAJAS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3122	\$5,000,000.00
MARY ELENA RODRIGUEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3490	\$10,000,000.00
MARYJANE RAMIREZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3491	\$10,000,000.00
MARTHA NEVARES	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3128	\$5,000,000.00
MATHEW LOPEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3761	Unliquidated
MATTHEW ORTIZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3731	Unliquidated

EXHIBIT A

MELANIA MORA RODRIGUEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3486	\$10,000,000.00
MENOR DE EDAD	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3715	Unliquidated
MERCEDEZ ROSALES	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3683	Unliquidated
MICHAEL ACEVES	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3069	\$5,000,000.00
MICHELLE D GUTIERREZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3402	\$10,000,000.00
MICHELLE LUNA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3695	Unliquidated
MICHELLE VERA, GUARDIAN OF MINOR ANDY ARIZAGA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3100	\$5,000,000.00
MICHELLE VERA, GUARDIAN OF MINOR JOHNNY G VERA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3147	\$5,000,000.00
MICHELLE VERA, GUARDIAN OF MINOR NATHALIE I VERA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3155	\$5,000,000.00
MIGUEL ALFARO	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3783	Unliquidated
MIGUEL ANGEL ALFARO (MINOR)	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3785	Unliquidated
MIGUEL ANGEL CONTRERAS	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2548	\$10,000,000.00
MIGUEL ANGEL CONTRERAS (SON)	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2570	\$10,000,000.00
MIGUEL ANGEL LOPEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3566	\$10,000,000.00

EXHIBIT A

MIKE GONZALES	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3599	\$10,000,000.00
NAHUM SANCHEZ LOPEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3750	Unliquidated
NATALY MUNGUIA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3483	\$10,000,000.00
NATHALIE DIAZ, GUARDIAN OF MINOR KEVAN J URGUILLA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3035	\$25,000,000.00
NEMALYN BUTAC	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3193	\$5,000,000.00
NEMALYN BUTAC, GUARDIAN OF MINOR NEVAEH CURIMAO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3149	\$5,000,000.00
NESTOR ENRIQUE VALENCIA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2556	\$10,000,000.00
NESTOR U RICO	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2587	\$10,000,000.00
NICHOLAS MAYA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3190	\$5,000,000.00
NILZA VALENCIA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2546	\$10,000,000.00
NOMAS AMAYA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3734	Unliquidated
NORA DALIA GOMEZ-TORRES	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3605	\$10,000,000.00
NORDIS PARENTE	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3810	\$5,000,000.00
NORMA RUIZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3717	Unliquidated

EXHIBIT A

ODILON MUNOZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2552	\$10,000,000.00
OLGA RUIZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3601	\$10,000,000.00
OLIVER GUDINO	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3479	\$10,000,000.00
OLIVER GUDINO	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3567	\$10,000,000.00
OMAR HUSMAN	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3397	\$10,000,000.00
ORALIA GUDINO	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3568	\$10,000,000.00
OSARK RAMIREZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3544	\$5,000,000.00
OSCAR RENE RAMIREZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3492	\$10,000,000.00
OSMAR LOPEZ, GUARDIAN OF MINOR KAMILAH LOPEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3076	\$5,000,000.00
OSMAR LOPEZ, GUARDIAN OF MINOR KATIE LOPEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3078	\$5,000,000.00
OSMAR LOPEZ, GUARDIAN OF MINOR KENIA LOPEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3095	\$5,000,000.00
OSZALDO BAUTIZTA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3720	Unliquidated
PABLO GOMEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3583	\$10,000,000.00
PATRICIA CONTRERAS	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3411	\$10,000,000.00

EXHIBIT A

PATRICIO SOTO	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3600	\$10,000,000.00
PAULA JIMENEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3501	\$10,000,000.00
PAULO CESAR BUELNA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3598	\$10,000,000.00
PEDRO IBARRA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3087	\$5,000,000.00
PEDRO LORENZO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3535	\$5,000,000.00
PEDRO LORENZO OBO DECEDENT LINO LORENZO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3654	\$5,000,000.00
PEDRO M ESTRADA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3065	\$5,000,000.00
PEGGY ERICA LUCAS	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3611	\$10,000,000.00
PERLA CORARRUBRAS	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3776	Unliquidated
POLY H RICO	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2574	\$10,000,000.00
POLY RICO (50)	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2592	\$10,000,000.00
RAFAEL LUNA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3674	Unliquidated
RAFAEL NARANJO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3127	\$5,000,000.00
RAFAEL RODRIGO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3023	\$5,000,000.00

EXHIBIT A

RAMON FLORES	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3667	Unliquidated
RAMON MEDINA MOJARRO	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3387	\$10,000,000.00
RAMONA DAVILA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2565	\$10,000,000.00
RAMONA DAVILA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3409	\$10,000,000.00
RANDOLPH GONZALES (MINOR)	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3672	Unliquidated
RAQUEL SANCHEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3197	\$5,000,000.00
RAQUEL SANCHEZ, GUARDIAN OF MINOR ROSA HERNANDEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3166	\$5,000,000.00
RAUL GUERARA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3775	Unliquidated
RAUL JIMENEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3758	Unliquidated
RAUL VEGA MARTINEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3604	\$10,000,000.00
REINA TORRES, GUARDIAN OF MINOR ODALYZ ABREO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3019	\$5,000,000.00
RENAE ZAVALA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3771	Unliquidated
RENAE ZAVALA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3779	Unliquidated
RENI MARTINEZ (MINOR)	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3680	Unliquidated

EXHIBIT A

REVECA LLAMOS	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3701	Unliquidated
RICARDO MAGANO	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2543	\$10,000,000.00
RICARDO SANTIBANEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3712	Unliquidated
RIGOBERTO JIMENEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3756	Unliquidated
RIGOBERTO P VALENCIA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2544	\$10,000,000.00
RITA BIBIAN	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3790	Unliquidated
ROBERT GONZALEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3697	Unliquidated
ROBERTO FRANCO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3528	\$5,000,000.00
ROGER SORIANO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3175	\$5,000,000.00
ROMINA MORA MARTINEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3603	\$10,000,000.00
RONNIE ORTIZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3732	Unliquidated
ROOSEVELT HUMPHREY	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3086	\$5,000,000.00
ROSA GOMEZ, GUARDIAN OF MINOR JENNIFER GOMEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3165	\$5,000,000.00
ROSA GONZALEZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2539	\$10,000,000.00

EXHIBIT A

ROSA LASCANO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3151	\$5,000,000.00
ROSARIO CONTRERAS	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2569	\$10,000,000.00
RUBEN CORTEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3058	\$5,000,000.00
RUBEN GARCIA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3055	\$5,000,000.00
RUBEN VARGA QUIROGA, GUARDIAN OF MINOR MARK VARGAS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3148	\$5,000,000.00
RUBEN VARGAS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3104	\$5,000,000.00
RUBEN VARGAS-GARCIA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3105	\$5,000,000.00
RUTH CASQUINO	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2542	\$10,000,000.00
RUTH M TOLEDO, GUARDIAN OF MINOR DAVIAN MARQUEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3042	\$5,000,000.00
RUTH TOLEDO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3021	\$5,000,000.00
SALVADOR BUENROSTRO CHAVEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3497	\$10,000,000.00
SAMANTHA CRYSTAL RAMIREZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2579	\$10,000,000.00
SAMANTHA I CHANG	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3579	\$10,000,000.00
SARAH VALENCIA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2540	\$10,000,000.00

EXHIBIT A

SAUL HERNANDEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3060	\$5,000,000.00
SAUL HERNANDEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3132	\$5,000,000.00
SAVANNAH MORFIN	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3465	\$10,000,000.00
SELINA RAMIREZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3543	\$5,000,000.00
SELINA RAMIREZ GUARDIAN OF MINOR OLIVIA RAMIREZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3534	\$5,000,000.00
SERGIO A FUENTES	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3113	\$5,000,000.00
SERGIO ARANA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3740	Unliquidated
SERZANDO ROBELS	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3719	Unliquidated
SIDNEY LOPEZ-PAZ (MINOR)	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3699	Unliquidated
SIERRA GUERARA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3773	Unliquidated
SILVIA ROMO	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3563	\$10,000,000.00
SOCORRO VALENCIA GUERRERO	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2545	\$10,000,000.00
SOFIA GONZALES	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2586	\$10,000,000.00
SONIA ANGUIANO GUARDIAN OF MINOR KIMBERLY ANGUIANO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3015	\$5,000,000.00

EXHIBIT A

STEPHEN ROJAS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3029	\$5,000,000.00
SYDNEY VALENCIA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2538	\$10,000,000.00
TALOMA SANTIBANEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3710	Unliquidated
TERESA A LOPEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3487	\$10,000,000.00
TERESA PENA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3142	\$5,000,000.00
TERESA PENA, GUARDIAN OF MINOR ANGEL SANDOVAL	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3004	\$5,000,000.00
TERESA PENA, GUARDIAN OF MINOR ANGEL SANDOVAL	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3112	\$5,000,000.00
TERESA PENA, GUARDIAN OF MINOR CHRISTIAN CORTEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3121	\$5,000,000.00
THEO VINCENT URISTA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3471	\$10,000,000.00
THERESA JOSIE CANO	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2583	\$10,000,000.00
THOMAS CABRERA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2566	\$10,000,000.00
THOMAS LOPEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3584	\$10,000,000.00
URIEL TOVAR	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3185	\$5,000,000.00
VANESSA CHAIDEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3792	Unliquidated

EXHIBIT A

VANESSA F RODRIGUEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3024	\$5,000,000.00
VANESSA GARCIA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3129	\$5,000,000.00
VANESSA GARCIA, GUARDIAN OF MINOR GERMAN NUNEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3195	\$5,000,000.00
VANESSA GARCIA, GUARDIAN OF MINOR JIMMY MORALES	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3158	\$5,000,000.00
VANESSA HERNANDEZ ZERMENO	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3503	\$10,000,000.00
VERONICA ARREOLA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3759	Unliquidated
VERONICA GONZALES	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3404	\$10,000,000.00
VERONICA IRENE CHANG	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3577	\$10,000,000.00
VERONICA RAMIREZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3702	Unliquidated
VICENTE CABRERA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2571	\$10,000,000.00
VICTOR DIAZ RAMIREZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3588	\$10,000,000.00
VICTOR LUEVANOS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3070	\$5,000,000.00
VICTOR PULIDO	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3582	\$10,000,000.00
VINDIANA LOPEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3760	Unliquidated

EXHIBIT A

VIVIAN LOPEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3762	Unliquidated
VIVIANA OSATIO, GUARDIAN OF MINOR SALVADOR FLORES	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3012	\$5,000,000.00
VIVIANA OSORIO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3027	\$5,000,000.00
WENDY ORTIZ GUARDIAN OF MINOR ISABEL HERNANDEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3523	\$5,000,000.00
WENDY ORTIZ GUARDIAN OF MINOR JESUS HERNANDEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3524	\$5,000,000.00
WENDY ORTIZ GUARDIAN OF MINOR STEPHANIE ORTIZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3521	\$5,000,000.00
WENDY ORTIZ, GUARDIAN OF MINOR ANGEL ORTIZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3551	\$5,000,000.00
YANITZA ROSAS	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3580	\$10,000,000.00
YENI RIVERA, GUARDIAN OF MINOR MATTHEW J WADE	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3140	\$5,000,000.00
YESENIA G BARAJAS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3047	\$5,000,000.00
YESENIA MENDOZA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3721	Unliquidated
YESENIA RAMOS, GUARDIAN OF MINOR ALEXIS RAMIREZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3033	\$5,000,000.00
YESENIA RAMOS, GUARDIAN OF MINOR ANGEL RAMIREZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3034	\$5,000,000.00
YESENIA RAMOS, GUARDIAN OF MINOR KENNETH RAMIREZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3181	\$5,000,000.00

EXHIBIT A

YOLANDA MEDINA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3384	\$10,000,000.00
YUNUE A M ARIAS GUARDIAN OF MINOR JOSE GAITAN	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3169	\$5,000,000.00
YUNUE AM ARIAS, GUARDIAN OF MINOR JARINTIZI MAYA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	3145	\$5,000,000.00
YVONE GUILLEN	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3615	\$10,000,000.00
ZIZTORINA MARTINEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	3718	Unliquidated
ZOILA NOEMI MAGANO	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	2557	\$10,000,000.00
ZULEMA LOPEZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	3389	\$10,000,000.00
ESTHER PALMA CAVEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
RUTH LARA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
EVA JIMENEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
MARIA E. SANCHEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
MARCELA SOSA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
JOSE MEJIA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
IZKOATL ANGULO LOPEZ, A MINOR, BY AND THROUGH HIS GUARDIAN AL LITEM, DIANA LOPEZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated

EXHIBIT A

BRASCOMBE FLORES, A MINOR, BY AND THROUGH HIS GUARDIAN AD LITEM, GABRIELA FLORES	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated
ELIZABETH SANCHEZ, A MINOR, BY AND THROUGH HER GUARDIAN AD LITEM, MARIA CARRERA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated
JOVANNIE M. MORENO, A MINOR, BY AND THROUGH HIS GUARDIAN AD LITEM, MARIA E. SANCHEZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated
NATALIA PAZ, A MINOR, BY AND THROUGH HER GUARDIAN AD LITEM, MARIA QUIRARTE	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated
EDUARDO SANCHEZ, A MINOR, BY AND THROUGH HIS GUARDIAN AD LITEM, MARIA CARRERA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated
MANUEL JOSE CALDERON, A MINOR, BY AND THROUGH HIS GUARDIAN AD LITEM, ELOISA JARAMILLO	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated
HECTOR MATA, JR., A MINOR, BY AND THROUGH HIS GUARDIAN AD LITEM, MARIA QUIRARTE	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated
JOHNNIE A. MORENO, A MINOR, BY AND THROUGH HIS GUADIAN AD LITEM, MARIA E. SANCHEZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated
ALLIANNA C. MORENO, A MINOR, BY AND THROUGH HER GUARDIAN AD LITEM, MARIA E. SANCHEZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated
BRANDIE N. LLAMAS, A MINOR, BY AND THROUGH HER GUARDIAN AD LITEM, SILVIA LLAMAS	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated
ISABELLA HERNANDEZ, A MINOR, BY AND THROUGH HER GUARDIAN AD LITEM, MELISSA MENDOZA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated
MICHAEL ZERMENO, A MINOR, BY AND THROUGH HIS GUARDIAN AD LITEM, MONICA ZERMENO	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated
STELLA M. ABRAHAM	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
BENJAMIN T. ACOSTA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated

EXHIBIT A

GERONIMA NEVAREZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
SERGIO ORTIZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
CIRILIO MARTINEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
MARTIN A. ZAMORA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
ROBERT M. BENAVIDEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
ELMILIANO MARTINEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
MARIA L. SANCHEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
MARIA E. SANCHEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
JUANITA MARQUEZ	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
ARLENE L. RAMOS	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
GILBERTO DELGADO	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
LOURDES GARRIBAY	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
JOSE L. MACIEL	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
MARIA A. MACIEL	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated

EXHIBIT A

ELVIA MEJIA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
JOSE MEJIA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
EPITACIO R. GONZALES	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
EDUARDO FIERRO	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
OLIVIA ALDRETE	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
ROSA M. GONZALES	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
MARGARITA A. QUINTANA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
GUADALUPE GONZALES	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
ISMAEL GUZMAN	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
FRANCISCO J. GARCIA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
ELVIA MEJIA	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
JAVIER GONZALES, JR.	c/o Law Offices of Steven Wolfson, 4766 Park Granada, Suite 208, Calabasas, CA 91302; Attn: Steven Wolfson, Esq.	N/A	Unliquidated
ODALYZ ABREO, A MINOR, BY AND THROUGH HER GUARDIAN AD LITEM, REINA TORRES	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated
JUAN LUIS ANGUIANO, A MINOR, BY AND THROUGH HIS GUARDIAN AD LITEM, SONIA ANGUIANO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated

EXHIBIT A

LEONNIDES JOSE BARASA, A MINOR, BY AND THROUGH HIS GUARDIAN AD LITEM, MARIA DEL CARMEN VASQUEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated
MICHELLE FLORES	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated
ALEXA FORSYTHE, A MINOR, BY AND THROUGH HER GUARDIAN AD LITEM, JEFFREY FORSYTHE	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated
EVA GUERRERO, A MINOR, BY AND THROUGH HER GUARDIAN AD LITEM, YUNUE AMAYELO MAYA ARIAS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated
GUSTAVO HERNANDEZ, A MINOR, BY AND THROUGH HIS GUARDIAN AD LITEM, RAQUEL SANCHEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated
MIA HERNANDEZ, A MINOR, BY AND THROUGH HER GUARDIAN AD LITEM, HERIBERTO HERNANDEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated
VALERIA HERNANDEZ, A MINOR, BY AND THROUGH HER GUARDIAN AD LITEM, GABRIELA RAMOS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated
NATALIE JARAMILLO, A MINOR, BY AND THROUGH HER GUARDIAN AD LITEM, JOANNA VELAZQUEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated
ANGEL JIMENEZ, A MINOR, BY AND THROUGH HIS GUARDIAN AD LITEM, MARICARMEN ZEPEDA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated
KARLA JIMENEZ, A MINOR, BY AND THROUGH HER GUARDIAN AD LITEM, MARICARMEN ZEPEDA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated
GABRIELLE LOPEZ, A MINOR, BY AND THROUGH HER GUARDIAN AD LITEM, DALILA MENDEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated
ISRAEL LORENZO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated
PEDRO LUIS LORENZO, A MINOR, BY AND THROUGH HIS GUARDIAN AD LITEM, LUZ MARIA ROMAN	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated
CLAUDIA MARTINEZ, A MINOR, DECEASED BY AND THROUGH HER GUARDIAN AD LITEM LURDES VILLEGAS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated

EXHIBIT A

BRYSEN PALOMARES, A MINOR, BY AND THROUGH HIS GUARDIAN AD LITEM, CHERYLE MEDINA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated
DAISY RENTERIA, A MINOR, BY AND THROUGH HER GUARDIAN AD LITEM, VANESSA RODRIGUEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated
DESTINY RENTERIA, A MINOR, BY AND THROUGH HER GUARDIAN AD LITEM, VANESSA RODRIGUEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated
JEREMY REYES, A MINOR, BY AND THROUGH HIS GUARDIAN AD LITEM, CYNTHIA AGUILAR	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated
SAMANTHA REYES, A MINOR, BY AND THROUGH HIS GUARDIAN AD LITEM, CYNTHIA AGUILAR	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated
PRINCESS SERINA RIOS, A MINOR, BY AND THROUGH HER GUARDIAN AD LITEM, MARIA CASTILLO	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated
VALERIA RODRIGUEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated
KING ISAAH SALINAS, A MINOR, BY AND THROUGH HIS GUARDIAN AD LITEM, LAURA BANUELOS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated
HAILEY TORREZ-ORASCO, A MINOR, BY AND THROUGH HER GUARDIAN AD LITEM, REINA TORRES	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated
FATIMA JASMIN VARAJAS, A MINOR, BY AND THROUGH HER GUARDIAN AD LITEM, GRISELDA VARAJAS	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated
ANTONIO VASQUEZ, A MINOR, BY AND THROUGH HIS GUARDIAN AD LITEM, MARIA DEL CARMEN VASQUEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated
CARLOS VASQUEZ, A MINOR, BY AND THROUGH HIS GUARDIAN AD LITEM, MARIA DEL CARMEN VASQUEZ	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated
MICHELLE VASQUEZ, A MINOR, BY AND THROUGH HIS GUARDIAN AD LITEM, MARICARMEN ZEPEDA	c/o Girardi Keese Lawyers, 1126 Wilshire Boulevard, Los Angeles, CA 90017; Attn: Desiree Fernandez, Esq.	N/A	Unliquidated
CECILIA ALEMAN	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated

EXHIBIT A

JUAN DE DIOS ALTAMIRANO, A MINOR, BY AND THROUGH HIS GUARDIAN AD LITEM, NOMAS AMAYO	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated
SALVADOR ANDRADE	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated
MARIA ELENA ESPINOSA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated
MEYRA ESPINOSA, BYMAND THROUGH HER GUARDIAN AD LITEM, MARIA E. ESPINOZA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated
GUADALUPE GALARDO	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated
DANIEL MARTIN, BY AND THROUGH HIS GUARDIAN AD LITEM, MARIA MARTIN	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated
ALEXIS M,ARTINEZ, BY AND THROUGH HER GUARDIAN AD LITEM, MARIA MARTINEZ	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated
ALEXIS JOSE PASTOR	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated
ALFREDO PLIEGO	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated
REY PLIEGO	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated
URIEL RAMOS, BY AND THROUGH HER GUARDIAN AD LITEM CENOBIA ROSALES PENALOZA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated
MARIO LEON REYES	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated
RICHARD SANTANA	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated
SERGIO FLORES (FATHER)	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated

SERGIO FLORES (SON)	c/o The Mandell Law Firm, 19400 Business Center Drive, Suite 102, Northridge, CA 91324; Attn: Robert Mandell, Esq.	N/A	Unliquidated
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EXHIBIT 9.1

ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Exhibit 9.1-1 Assumed Executory Contracts and Unexpired Leases

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
24X7 SYSTEMS	CORPORATE 100 BARTON PLACE ALPHARETTA, GA 30005	Independent Contractor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/19/2009	\$0.00
3M COMPANY	OFFICE OF INTELLECTUAL PROPERTY 3M CENTER SAINT PAUL, MN 55144	Mutual Confidentiality Agreement and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2013	\$0.00
4G TECHNOLOGY (PTY) LTD.	264 TURBITT AVENUE MIDLAND REPUBLIC OF SOUTH AFRICA	Separation & Release Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 03/19/2010	\$0.00
A & P POWER SYSTEMS, LTD.	ALEX MURPHY 111 HEKILI STREET SUITE A, # 177 KAILUA, HI 96734	Appointment of Sales Representative, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/01/1990	\$0.00
A & P POWER SYSTEMS, LTD.	DAVID RODRIGUEZ 111 HEKILI STREET SUITE A, # 177 KAILUA, HI 96734	Appointment of Sale Representative, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/02/2009	\$0.00
ABACUS SOLUTIONS, LLC	1190 KENNESTONE CIRCLE NW SUITE 120 MARIETTA, GA 30066	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/26/2007	\$0.00
ABF FREIGHT SYSTEM, INC.	DIRECTOR OF PRICING 3801 OLD GREENWOOD ROAD FORT SMITH, AR 72903	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/14/2013	\$0.00
ABILENE MOTOR EXPRESS	TOMMY HENDERSON 1200 WILLIS ROAD RICHMOND, VA 23237	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/25/2013	\$0.00
ABU DHABI OIL REFINING CO.	ATTN: VICE PRESIDENT (MAINT. DIVISION) PO BOX 11885 RUWAI ABU DHABI, UNITED ARAB EMIRATES	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/17/2013	\$0.00
ACCENTURE S.A.S.	LEGAL & COMMERCIAL GROUP - DIRECTOR OF LEGAL SERVICES FRANCE 118 - 122 AVENUE DE FRANCE 75013 PARIS, FRANCE	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/07/2005	\$0.00
ACCESS AMERICA TRANSPORT, INC.	AAT 1110 MARKET ST, STE 315 CHATTANOOGA, TN 37402	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/25/2011	\$0.00
ACCUMA CORPORATION	FRANCESCA INVERNIZZI - CEO 423 FANJOY RD STATESVILLE, NC 28625	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/21/2013	\$0.00
ACE-USA	ACE BOND SERVICES, TL33B 1601 CHESTNUT STREET PHILADELPHIA, PA 19103	Indemnity Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/08/2011	\$0.00
ADECCO	BJ OLIN - DIVISION SUPPORT MANAGER 5900 WINDARD PARKWAY, STE. 110 ALPHARETTA, GA 30005	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/10/2009	\$0.00
ADP, INC.	MICHAEL A. DONARTI ONE ADP BOULEVARD ROSELAND, NJ 07068	ADP employer services contract, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/28/2013	\$0.00
ADP, INC.	ONE ADP BOULEVARD ROSELAND, NJ 07068	ADP employer services contract, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 05/24/2013	\$0.00
ADP, INC.	ONE ADP BOULEVARD ROSELAND, NJ 07068	Service Contract, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/28/2013	\$0.00
ADT SECURITY SERVICES, INC.	DAVID HARTLEY 8607 ROBERTS DR., SUITE 150 ATLANTA, GA 30350	Rider to Master Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/13/2010	\$0.00
ADVANCED BATTERY CONCEPTS	CHIEF FINANCIAL OFFICER 720 NORTH INDUSTRIAL DRIVE CLARE, MI 48617	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/31/2013	\$0.00
ADVANCED BATTERY SYSTEMS, INC.	5649 MESMER AVENU CULVER CITY, CA	Master Distributor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/15/2004	\$0.00
ADVANCED BATTERY SYSTEMS, INC.	DAN SCHIEDEL 2346 WYECROFT ROAD OAKVILLE, ON L6L 6M1 CANADA	Master Distributor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/19/2010	\$0.00
ADVANCED DISPOSAL	DEBORAH JOHNSON 2015 VETERANS PKWY COLUMBUS, GA 31904	Service Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/28/2013	\$0.00
ADVANCED ENGINEERED SYSTEMS, INC.	MARE SKELDING 14328 COMMERCIAL PARKWAY SOUTH BLOIT, IL 61080	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/30/2009	\$0.00
ADVANCED GEOSERVICES CORP.	1055 ANDREW DRIVE, STE A WEST CHESTER, PA 19380	First Amendment to Service Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
ADVANCED GEOSERVICES CORP.	1055 ANDREW DRIVE, STE A WEST CHESTER, PA 19380	Fourth Amendment to Service Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 01/01/2015	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
ADVANCED GEOSERVICES CORP.	1055 ANDREW DRIVE, STE A WEST CHESTER, PA 19380	Second Amendment to Service Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 01/01/2014	\$0.00
ADVANCED GEOSERVICES CORP.	1055 ANDREW DRIVE, STE A WEST CHESTER, PA 19380	Third Amendment to Service Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 04/01/2014	\$0.00
ADVANCED GEOSERVICES CORP.	ATTN: DANIEL A. DAILY 1055 ANDREW DRIVE, STE A WEST CHESTER, PA 19380	Service Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 01/01/2011	\$193,297.56
ADVANCED LEAD-ACID BATTERIES CONSORTIUM	DR. BORIS MONAHOV 1822 EAST NC HIGHWAY 54 DURHAM, NC 27713	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/04/2011	\$0.00
ADVANCED LITHIUM POWER	ROY TRIVETT UNIT 1- 605 W. KENT AVENUE NORTH VANCOUVER, BC V6P 6T7 CANADA	Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/19/2010	\$0.00
ADVANCED MOBILE PRODUCTS, LLC	JOHN SEMENIUK 11811 N TATUM BLVD SUITE 3031 PHOENIX, AZ 85028	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 08/14/2008	\$0.00
ADVANCED TECHNOLOGY SERVICES, INC.	PAUL DANIELS 8201 N. UNIVERSITY PEORIA, IL 61615	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/24/2005	\$0.00
AECOM TECHNICAL SERVICE, INC.	CONTRACTS DEPARTMENT 100 STERLING PARKWAY SUITE 205 MECHANICSBURG, PA 17050	Master Service Agreement for Environmental Consulting & Engineering Services, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/18/2011	\$0.00
AECOM TECHNICAL SERVICES, INC.	DAVID W. WOLFE 100 STERLING PKWY SUITE 205 MECHANICSBURG, PA 17050	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/15/2010	\$0.00
AEROTEK COMMERCIAL STAFFING	SCOTT ANDERSON 7301 PARKWAY DRIVE HANOVER, MD 21076	Services Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/29/2008	\$0.00
AEROTEK, INC.	7301 PARKWAY DRIVE HANOVER, MD 21076	Exhibit B - Request for Background Check Services, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/01/2014	\$0.00
AEROTEK, INC.	CONTROLLER-NATIONAL SALESAT 7301 PARKWAY DRIVE HANOVER, MD 21076	Services Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 04/05/2012	\$0.00
AFCO PREMIUM CREDIT LLC	12160 ABRAMS RD STE 301 LB 51 DALLAS, TX 75243-4587	Commercial Premium Finance Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/17/2012	\$0.00
AFFINITY BUSINESS COMMUNICATIONS LIMITED	NEAL M. ROSE 10 BISHOPS CLOSE BARNET, HERTS. EN5 2QH UNITED KINGDOM	Mutual Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/17/2008	\$0.00
AIMWARE, INC.	BRIGHTWORK 276 WASHINGTON ST. #352 BOSTON, MA 02121	Software License Agreement, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
AIR LIQUIDE INDUSTRIAL U.S. LP	ATTN LEGAL DEPARTMENT 2700 POST OAK BLVD, STE 325 HOUSTON, TX 77056	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/22/2010	\$0.00
AIROLDI BROTHERS, INC.	ATTN CHERYL AIROLDI 6930 S 6TH ST OAK CREEK, WI 53154	National Lease Vehicle Lease and Service Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/16/2006	\$3,070.12
ALCHEMY EXTRUSIONS, INC.	23 CHAPPLE STREET HAMILTON, ON L8L 8K7 CANADA	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/07/2012	\$0.00
ALLEN EXPRESS, INC.	JON GIRARD 3904 OLD HWY 94 SUITE 300 ST. CHARLES, MO 63304	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/06/2013	\$0.00
ALLIANCE MACHINE SYSTEMS INTERNATIONAL, LLC	CHIEF EXECUTIVE OFFICER 5303 E DESMET SPOKANE, WA 99212	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/24/2008	\$0.00
ALLIANT INSURANCE SERVICES HOUSTON LLC	5847 SAN FELOPE STREET SUITE 2750 HOUSTON, TX 77057	Consulting services related to US health benefit plans, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/16/2013	\$9,544.81
ALLIED CORPORATION	COLUMBIA ROAD & PARK AVENUE MORRIS TOWNSHIP, NJ 7960	Trademark License and Trade Name Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/20/1985	\$0.00
ALMO WIRE & CABLE, INC.	2709 COMMERCE WAY PHILADELPHIA, PA 19154	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/05/2010	\$0.00
ALPHA TECHNOLOGIES	ATTN: CONTRACTS AND LEGAL 3767 ALPHA WAY BELLINGHAM, WA 98226	Mutual Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/07/2005	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
ALPHA/BETA FIBERGLASS PRODUCT CO., LTD.	VICTOR XINHE VILLAGE QICIAN DISTRICT NANJING, 210033 CHINA	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/23/2002	\$0.00
ALPINE BATTERY - OHIO	7200 E. BROAD ST. COLUMBUS, OH 43213	Manufacturer's Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/01/2000	\$0.00
ALPINE BATTERY CO.	7200 E. BROAD ST. COLUMBUS, OH 43213	Partial Termination of Sales Representative Relationship, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 06/01/2004	\$0.00
ALPINE BATTERY CO., INC.	7200 E. BROAD ST. COLUMBUS, OH 43213	Wal-Mart National Service Program Addendum to Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/28/2004	\$0.00
ALPINE POWER SYSTEMS, INC.	ERIC LIGHT 24355 CAPITAL AVENUE REDFORD, MI 48329	Amendment to Manufacturer's Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/1/2009	\$0.00
ALTAIR NANOTECHNOLOGIES, INC.	TERRY M. COPELAND 204 EDISON WAY RENO, NV 89502	Mutual Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/19/2008	\$0.00
ALTAIRNANO INC.	GENERAL COUNSEL 204 EDISON WAY RENO, NV 89502	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/30/2010	\$0.00
ALTERGY SYSTEMS	CHIEF EXECUTIVE OFFICER 140 BLUE RAVINE ROAD FOLSOM, CA 95630	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/27/2011	\$0.00
ALTURA COMMUNICATION SOLUTIONS	CONTRACT ADMINISTRATION 1335 S ACACIA AVE. FULLERTON, CA 92831	Subcontractor Agreement for Services and Installation, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/16/2011	\$0.00
ALVAREZ & MARSAL NORTH AMERICA, LLC	ROBERT M. CARUSO MANAGING DIRECTOR 55 WEST MONROE STREET SUITE 4000 CHICAGO, IL 60603	Engagement Letter for Business Consulting Services, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/26/2013	\$0.00
AMERICAN AIRLINES, INC.	4333 AMON CARTER BLVD MD 5223 FORT WORTH, TX 76155	Master Agreement for Sale & Installation of Batteries, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/23/2011	\$0.00
AMERICAN CENTRAL TRANSPORT, INC.	SALES 1700 EAST OLD STATE RTE 210 PO BOX 516 LIBERTY, MO 64069	Mutual Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/25/2011	\$0.00
AMERICAN ELECTRIC EQUIPMENT, INC.	LARRY WYNOCKER 27356 W. OVIATT PO BOX 40006 BAY VILLAGE, OH 44140	Manufacturer's Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/18/2009	\$0.00
AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.	AMERICAN EXPRESS TOWER. THREE WORLD FINANCIAL CENTER 200 VESEY STREET, 49TH FLOOR NEW YORK, NY 10285	Mutual Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/14/2013	\$0.00
AMERICAN POWER CONVERSION CORPORATION	WILLIAM R. MANNING, DIRECTOR OF ENGINEERING 132 FAIRGROUNDS RD. WEST KINGSTON, RI 2892	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/15/2010	\$0.00
AMER-SIL S.A.	ATTN: GUY DAUWE ZONE INDUSTRIELLE L - 8287 KEHLEN LUXEMBOURG	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/26/2010	\$0.00
AMER-SIL S.A.	GUY DAUWE ZONE INDUSTRIELLE L-8287 KEHLEN, LUXEMBOURG	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/26/2010	\$0.00
AMER-SIL S.A.	GUY DAUWE ZONE INDUSTRIELLE L-8287 KEHLEN, LUXEMBOURG	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/05/2008	\$0.00
AMETEK PRESTOLITE POWER AND SWITCH	ATTN: DOUG LINS 2220 CORPORATE DRIVE TROY, OH 45373	Mutual Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/17/2004	\$0.00
AMETEK, INC.	ATTN: DOUG LINS 2220 CORPORATE DRIVE TROY, OH 45373	Mutual Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/03/2005	\$0.00
AMONIX, INC.	V.P. FINANCE 3425 FUJITA STREET TORRANCE, CA 90505	Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
ANALYTIC VISION, INC.	CARLOS FOX 3070 WINDWARD PLAZA SUITE 298 F ALPHARETTA, GA 30005	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/23/2012	\$0.00
ANCHOR QEA, LLC	1423 THIRD AVENUE SUITE 300 SEATTLE, WA 98101	Service Contract, and any related amendments, modifications, renewals, and extensions thereto	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
ANCHOR QEA, LLC	1423 THIRD AVENUE SUITE 300 SEATTLE, WA 98101	Standard Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/12/2011	\$0.00
ANCHOR QEA, LLC	1423 THIRD AVENUE, SUITE 300 SEATTLE, WA 98101	First Amendment to Standard Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 07/24/2012	\$0.00
ANCHOR QEA, LLC	1423 THIRD AVENUE, SUITE 300 SEATTLE, WA 98101	Standard Agreement, and any related amendments, modifications, renewals, and extensions thereto	\$892.50
ANCHOR QEA, LLC	1423 THIRD AVENUE, SUITE 300 SEATTLE, WA 98101	Contractor Agreement, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
ANCHOR QEA, LLC	JOSHUA BURNAM 26300 LA ALAMEDA SUITE 240 MISSION VIEJO, CA 92691	First Amendment to Standard Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/22/2012	\$0.00
ANPEI ENTERPRISE CO. LTD.	NO.11, SHING YEH ROAD HSIN SHIH 744 TAINAN, TAIWAN, PROVINCE OF CHINA	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/02/2009	\$0.00
ANXEBUSINESS CORP.	KEVIN PIERCE ANXEBUSINESS CONTRACT ADMINISTRATION 2000 TOWN CENTER, SUITE 2050 SOUTHFIELD, MI 48075-1135	ANXVelocity managed services agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/08/2009	\$25,000.00
ANXEBUSINESSSES	DIRECTOR LEGAL & HUMAN RESOURCES 2000 TOWN CENTER SUITE 2050 SOUTHFIELD, MI 48073	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 09/29/2008	\$0.00
AONHEWITT	2300 DISCOVERY DRIVE ORLANDO, FL 32826	Master Consulting Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/01/2010	\$0.00
AONHEWITT	2300 DISCOVERY DRIVE ORLANDO, FL 32826	Schedule No. 10 to Master Consulting Agreement - US Actuarial Services, Fees, and Other Terms, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 06/01/2013	\$0.00
AONHEWITT	2300 DISCOVERY DRIVE ORLANDO, FL 32826	Schedule No. 9 to Master Consulting Agreement - Global, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 07/01/2013	\$0.00
APEX FREIGHT SERVICES, LLC	TRACY J. PELLERIN 300 MECCA ST. LAFAYETTE, LA 70508	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/19/2013	\$0.00
APPLIED INDUSTRIAL TECHNOLOGIES	GENERAL COUNSEL ONE APPLIED PLAZA CLEVELAND, OH 44115	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/13/2013	\$0.00
APPLIED INDUSTRIAL TECHNOLOGIES, INC	LEGAL DEPARTMENT ONE APPLIED PLAZA CLEVELAND, OH 44115-5056	Master Lease Agreement, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
ARANCA US INC.	MR. MADHUSUDAN RAJAGOPALAN - DIRECTOR 275 MADISON AVE. SUITE 425, 4TH FLOOR NEW YORK, NY 10016	Mutual Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/10/2011	\$0.00
ARCACTIVE LIMITED	STUART MCKENZIE, CEO 80 MEMORIAL AVENUE ILAM CHRISTCHURCH, 8053 NEW ZEALAND	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/05/2011	\$0.00
ARCACTIVE LIMITED	STUART MCKENZIE, CEO 80 MEMORIAL AVENUE ILAM CHRISTCHURCH, 8053 NEW ZEALAND	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 10/09/2008	\$0.00
ARCOTRONICS TECHNOLOGIES SRL	VIA S. LORENZO 19 40037 SASSO MARCONI (BO) ITALY	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/18/2009	\$0.00
ARGO TURBOSERVE CORPORATION	WAYNE ACKERMAN 160 CHUSS AVE LYNDHURST, NJ 7071	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/01/2013	\$0.00
ARGONAUT INSURANCE COMPANY	ATTN FRANK KINNETT 225 W. WASHINGTON, 6TH FLOOR CHICAGO, IL 60606	Agreement of Surety - Bond #SUR0014558, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/27/2011	\$0.00
ARGONAUT INSURANCE COMPANY	ATTN FRANK KINNETT 225 W. WASHINGTON, 6TH FLOOR CHICAGO, IL 60606	Customs Bond #SUR0014562, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/01/2012	\$0.00
ARGONAUT INSURANCE COMPANY	ATTN FRANK KINNETT 225 W. WASHINGTON, 6TH FLOOR CHICAGO, IL 60606	Solid Waste Facility Financial Guarantee Bond #SUR0014554, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/10/2011	\$0.00
ARGONAUT INSURANCE COMPANY	ATTN: ARGO SURETY BOND DEPARTMENT 10101 REUNION PLACE, SUITE 500 SAN ANTONIO, TX 78216	General Indemnity Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/12/2011	\$0.00
ARGONAUT INSURANCE COMPANY	ATTN: FRANK KINNETT 10101 REUNION PLACE SAN ANTONIO, TX 78216	Financial Guarantee Bond #SUR0014551 (Hamburg, PA), and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/10/2011	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
ARGONAUT INSURANCE COMPANY	ATTN: FRANK KINNETT 10101 REUNION PLACE SUITE 500 SAN ANTONIO, TX 78216	Bond Agreement #SUR0014555, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/10/2011	\$0.00
ARGONAUT INSURANCE COMPANY	ATTN: FRANK KINNETT 10101 REUNION PLACE SUITE 500 SAN ANTONIO, TX 78216	Financial Guarantee Bond #SUR0014549 (Muncie, IN), and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/10/2011	\$0.00
ARGONAUT INSURANCE COMPANY	ATTN: FRANK KINNETT 10101 REUNION PLACE SUITE 500 SAN ANTONIO, TX 78216	Financial Guarantee Bond #SUR0014553 (Baton Rouge, LA), and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/10/2011	\$0.00
ARGONAUT INSURANCE COMPANY	ATTN: FRANK KINNETT 10101 REUNION PLACE SUITE 500 SAN ANTONIO, TX 78216	Financial Guarantee Bond #SUR0014560 (Los Angeles, CA), and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/25/2013	\$0.00
ARGONAUT INSURANCE COMPANY	ATTN: FRANK KINNETT 10101 REUNION PLACE SUITE 500 SAN ANTONIO, TX 78216	Financial Guarantee Bond #SUR0025281 (Muhlenberg Township, PA), and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/03/2011	\$0.00
ARGONAUT INSURANCE COMPANY	ATTN: FRANK KINNETT 10101 REUNION PLACE SUITE 500 SAN ANTONIO, TX 78216	Hazardous Waste Facility Financial Guarantee Bond #SUR0014547 (Tampa, FL), and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/15/2011	\$0.00
ARGONAUT INSURANCE COMPANY	ATTN: FRANK KINNETT 10101 REUNION PLACE SUITE 500 SAN ANTONIO, TX 78216	Surety Bond #SUR0014569, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/13/2012	\$0.00
ARGONAUT INSURANCE COMPANY	ATTN: FRANK KINNETT 225 W. WASHINGTON, 6TH FLOOR CHICAGO, IL 60606	Financial Guarantee Bond #SUR0014550 (Forest City, MO), and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/10/2011	\$0.00
ARGONAUT INSURANCE COMPANY	ATTN: FRANK KINNETT 225 W. WASHINGTON, 6TH FLOOR CHICAGO, IL 60606	Increase Penalty Rider to Bond No. SUR0014548, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/13/2012	\$0.00
ARGONAUT INSURANCE COMPANY	ATTN: FRANK KINNETT 225 W. WASHINGTON, 6TH FLOOR CHICAGO, IL 60606	Surety Bond #SUR0014556, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/27/2011	\$0.00
ARGONAUT INSURANCE COMPANY	ATTN: FRANK KINNETT 225 W. WASHINGTON, 6TH FLOOR CHICAGO, IL 60606	Surety Bond #SUR0014557, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/27/2011	\$0.00
ARGONAUT INSURANCE COMPANY	ATTN: FRANK KINNETT 225 W. WASHINGTON, 6TH FLOOR CHICAGO, IL 60606	Surety Bond #SUR0014563, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/11/2012	\$0.00
ARGONAUT INSURANCE COMPANY	ATTN: FRANK KINNETT 225 W. WASHINGTON, 6TH FLOOR CHICAGO, IL 60606	Surety Bond #SUR0014583, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/31/2012	\$0.00
ARGONAUT INSURANCE COMPANY	ATTN: FRANK KINNETT 3455 PEACHTREE ROAD NE, SUITE 1600 ATLANTA, GA 30326	Contractor's Bond #SUR0014565, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2012	\$0.00
ARGONAUT INSURANCE COMPANY	ATTN: FRANK KINNETT 3455 PEACHTREE ROAD NE, SUITE 1600 ATLANTA, GA 30326	Electric Utility Service Guaranty Bond #SUR0014559, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/27/2011	\$0.00
ARGONAUT INSURANCE COMPANY	ATTN: JOHN E. GENET 225 W. WASHINGTON, 6TH FLOOR CHICAGO, IL 60606	Contractors Bond #SUR0014567, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/05/2012	\$0.00
ARGONAUT INSURANCE COMPANY	ATTN: JOHN J. SHEPPARD 225 W. WASHINGTON, 6TH FLOOR CHICAGO, IL 60606	Customs Bond #SUR0014821, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/23/2011	\$0.00
ARGONAUT INSURANCE COMPANY	BRIAN PATRICK ROURK 345 CESSNA CIRCLE SUITE 101 CORONA, CA 92880	Bond of Qualifying Individual #SUR0014566, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
ARIBA, INC.	GENERAL COUNSEL 910 HERMOSA COURT SUNNYVALE, CA 94089	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/03/2012	\$0.00
ARNOLD TRANSPORTATION SERVICES	PRICING 9523 FLORIDA MINING BLVD JACKSONVILLE, FL 32257	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/25/2011	\$0.00
ARROW ELECTRONICS, INC.	CORPORATE CONTRACTS DEPARTMENT 50 MARCUS DRIVE MELVILLE, NY 11771	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/11/2013	\$0.00
ASSETPOINT	ERIC MILES 770 PELHAM ROAD GREENVILLE, SC 29615	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/03/2009	\$0.00
ASSETPOINT LLC	770 PELHAM ROAD GREENVILLE, SC 29615	Software License Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/16/2011	\$660.00
ASSOCIATED	2401 SE TONES DR STE 5 ANKENY, IA 50021	Master Lease, and any related amendments, modifications, renewals, and extensions thereto	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
ASSOCIATION OF AUTOMOTIVE AFTERMARKET DISTRIBUTORS/PARTS PLUS	PRESIDENT 5050 POPLAR AVE. SUITE 2020 MEMPHIS, TN 38157	Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/21/1997	\$0.00
AST EQUITY PLAN SOLUTIONS, A DIVISION OF AMERICAN STOCK TRANSFER & TRUST COMPANY	CLIENT MANAGEMENT 123 BROAD STREET PHILADELPHIA, PA 19109	Administrative Services Agreement for Equity Plan, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/21/2012	\$0.00
ASTEELFLASH US EAST CORPORATION	BERNARD HARDY 6833 MOUNT HERNAN ROAD MORRISVILLE, NC 27560	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 01/10/2013	\$0.00
ATLASBX CO., LTD	185, DAEJEON-RO 1331BEON-GIL DAEJEOK-GU, DAEJEON KOREA, REPUBLIC OF	Deed of Settlement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/19/2009	\$0.00
ATPI LTD.	GROUP COMPANY SECRETARY 10 LEAKE STREET LONDON, SE1 7NN UNITED KINGDOM	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/03/2011	\$0.00
ATRADIUS TRADE CREDIT INSURANCE INC.	OFFICE OF THE GENERAL COUNSEL 230 SCHILLING CIRCLE SUITE 240 HUNT VALLEY, MD 21031	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/14/2011	\$0.00
ATRAVERDA LIMITED	CHIEF EXECUTIVE OFFICER UNITS A & B ROSEHEYWORTH BUSINESS PARK NORTH ABERTILLERY, BLAENAU GWENT, NP13 1SX UNITED KINGDOM	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/11/2010	\$0.00
AUTO METER PRODUCTS, INC.	CFO 413 W. ELM STREET SYCAMORE, IL 60178	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 03/09/2009	\$0.00
AUTO ROAD SERVICES, INC.	SCOTT GROVE, PRESIDENT 20300 VENTURA BOULEVARD SUITE 340 SHERMAN OAKS, CA 91364	AfterMarket Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/31/2010	\$66,086.08
AUTO ROAD SERVICES, INC.	SCOTT GROVE, PRESIDENT 20300 VENTURA BOULEVARD SUITE 340 SHERMAN OAKS, CA 91364	AfterMarket Protection Plus Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/26/2012	\$0.00
AUTO ROAD SERVICES, INC.	SCOTT GROVE, PRESIDENT 20300 VENTURA BOULEVARD SUITE 340 SHERMAN OAKS, CA 91364	AfterMarket Protection Plus Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/18/2001	\$0.00
AUTO ROAD SERVICES, INC.	SCOTT GROVE, PRESIDENT 20300 VENTURA BOULEVARD SUITE 340 SHERMAN OAKS, CA 91364	AfterMarket Protection Plus Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/20/2002	\$0.00
AUTO ROAD SERVICES, INC.	SCOTT GROVE, PRESIDENT 20300 VENTURA BOULEVARD SUITE 340 SHERMAN OAKS, CA 91364	Service Contract - Roadside Assistance for Exide Battery Customers, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/01/2006	\$0.00
AUTODESK, INC.	111 MUCINNIS PARKWAY SAN RAFAEL, CA 94903	Software Licenses/GNUL Program, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/08/2010	\$40,575.00
AUTOMATED MOTION INCORPORATED	DENIS CAYE 225 NW VICTORIA AVE LEE'S SUMMIT, MO 64086	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/23/2012	\$0.00
AUTOMATIC DATA PROCESSING, INC.	GENERAL COUNSEL ONE ADP BOULEVARD MS# 450 ROSELAND, NJ 07068	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/23/2013	\$0.00
AUTOMATION ENGINEERING LLC	ATTN: ED KLUGMAN 3056 S. 24TH STREET KANSAS CITY, KS 66106	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/13/2009	\$0.00
AUTOMATION ENGINEERING LLC	ED KLUGMAN 3056 S. 24TH STREET KANSAS CITY, KS 66106	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/13/2013	\$0.00
AVERITT EXPRESS, INC.	PRICING & TRAFFIC 1415 NEAL STREET PO BOX 3166 COOKEVILLE, TN 38502	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/25/2011	\$0.00
AVID THERMALLOY, LLC.	OFFICE OF GENERAL COUNSEL 70 COMMERCIAL STREET SUITE 2000 CONCORD, NH 3301	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/23/2012	\$0.00
AVIVA INSURANCE COMPANY OF CANADA	NATHALIE PRINCE 2200 EGLINTON AVE E. SCARBOROUGH, ON M1L 4S8 CANADA	Bonded Highway Carrier Operations, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/01/2012	\$0.00
AVNET INC.	CORPORATE CONTRACTS DEPT. 2211 S. 47TH STREET PHOENIX, AZ 85034	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/20/2010	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
AXIUM SOLUTIONS	10925, LOUIS-H. LAFONTAINE BLVD MONTREAL, QC H1J 2E8 CANADA	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/20/2009	\$0.00
AZE POWER SOLUTIONS, INC.	150 LUCERNE CT WHEELING, IL 60090	Warranty - Stationary Battery (PO# 1204-004, AX482 project), and any related amendments, modifications, renewals, and extensions thereto	\$0.00
AZE POWER SOLUTIONS, INC.	150 LUCERNE CT WHEELING, IL 60090	Warranty - Stationary Battery, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
BAIRD, DONALD G.	350 DEERCROFT DR. BLACKSBURG, VA 24060	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/23/2009	\$0.00
BALLARD POWER SYSTEMS	ATTN: CORPORATE SECRETARY 9000 GLENLYON PARKWAY BURNABY, BC V5J 5J8 CANADA	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/10/2007	\$0.00
BARBARA K. MCMURRAY & PHYLLIS M. FAXON, SUCCESSORS IN INTEREST TO LILLIAN MOREHOUSE	809 LAS RIENDAS DRIVE FULLERTON, CA 92635	Lease Agreement with respect to property located at 5831-5909 E. Randolph St. in Commerce, CA, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/01/1977	\$0.00
BARNES GROUP, INC.	BARNES DISTRIBUTION CONTRACT ADMINISTRATION 1301 E. 9TH STREET SUITE 700 CLEVELAND, OH 44114	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/29/2013	\$0.00
BARR-NUNN-TRANSPORTATION, INC.	WADE DERRY 1803 BURR OAK BLVD GRANGER, IA 50109	Mutual Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/25/2011	\$0.00
BARSNESS, KIM	2630 BIRCHVIEW DR. BAUDETTE, MN 56623	Lease Agreement with respect to property located at 732 E 40th St. N., Fargo, ND 58102, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/21/2005	\$0.00
BATTELLE ENERGY ALLIANCE, LLC	STEVEN E. AUMEIER 2525 NORTH FREMONT AVENUE PO BOX 1625 IDAHO FALLS, ID 83415	Non-Disclosure Agreement (One-Way into BEA), and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/23/2012	\$0.00
BATTERY ALLIANCE INCORPORATED	364 DISTRIBUTION PARKWAY COLLIERVILLE, TN 38017	Bilateral Confidential Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/06/2009	\$0.00
BATTERY ALLIANCE INCORPORATED	364 DISTRIBUTION PARKWAY COLLIERVILLE, TN 38017	Customer Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 05/15/2012	\$0.00
BATTERY ALLIANCE INCORPORATED	ATTN: TOM WILSON 364 DISTRIBUTION PKWY COLLIERVILLE, TN 38017	Pricing agreement confirmation, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/16/2012	\$0.00
BATTERY ALLIANCE, INC.	364 DISTRIBUTION PARKWAY COLLIERVILLE, TN 38017	Vendor Purchase Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/06/2009	\$0.00
BATTERY AND ELECTRICAL SPECIALISTS ASSOCIATION, INC.	MIKE MOELLER 4301 WEST LINCOLN AVENUE MILWAUKEE, WI 53219	Co-Branding Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/25/2010	\$0.00
BATTERY DYNAMICS GROUP LLC	BRUCE A. PURKEY 221 N. 14TH STREET ROGERS, AR 72756	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/21/2008	\$0.00
BATTERY FILLING SYSTEMS OF THE AMERICAS	TYLER OWEN 6645 HOLDER RD CLEMMONS, NC 27012	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/25/2010	\$0.00
BATTERY USA	TOM STANDIFER 1840 SOUTH CORNBEE ROAD LAKELAND, FL 33801	Manufacturer's Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/01/2011	\$0.00
BATTERY USA	TOM STANDIFER, PRESIDENT 1840 SOUTH COMBEE ROAD LAKELAND, FL 33801	Manufacturer's Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/15/2011	\$0.00
BATTERYCORP	JONATHAN QUINT VICE PRESIDENT 44 OAK STREET NEWTON, MA 2464 MICHAEL JANSSEN	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 10/14/2008	\$0.00
BCD TRAVEL USA LLC	PRESIDENT, THE AMERICAS SIX CONCOURSE PARKWAY SUITE 2400 ATLANTA, GA 30328	Global Travel Management Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/14/2011	\$1,972.25
BECHTEL MARINE PROPULSION CORPORATION	KNOLLS ATOMIC POWER LABORATORY P.O. BOX 1072 SCHENECTADY, NY 12301-1072	Purchase Order # 7012958, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/26/2012	\$0.00
BELL CREEK WOOD PRODUCTS INC	ATTN: OWNER 83010 GARDEN SCHOOL ROAD THOMASTON, GA 30286	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/05/2013	\$0.00
BERNAL INC.	OFFICE OF THE GENERAL COUNSEL 2960 TECHNOLOGY DRIVE ROCHESTER HILLS, MI 48309	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/22/2011	\$0.00
BERNAL, INC.	MARK VOORHEES 2960 TECHNOLOGY DRIVE ROCHESTER HILLS, MI 48309	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/26/2010	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
BERNARD DUMAS	PO. BOX 3 - CREYSSE 2 RUE DE LA PAPETERIE 24100 BERGERAC FRANCE	Mutual Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/07/2006	\$0.00
BERNARD DUMAS S.A.S	PO. BOX 3 - CREYSSE 2 RUE DE LA PAPETERIE 24100 BERGERAC FRANCE	Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 04/01/2012	\$0.00
BESA	BRENT RUSHING PRESIDENT 13909 SOUTH PARK DRIVE KERNERSVILLE, NC 27284	Exide-BESA program & partnership, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/20/2010	\$0.00
BESTWAY SYSTEMS INC.	MICHAEL KERSCHNER 5755 GRANGER RD SUITE 400 INDEPENDENCE, OH 44131	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/15/2012	\$0.00
BIGG EXPRESS, INC.	SALES DEPARTMENT 190 HAWKINS DRIVE SHELBYVILLE, TN 37160	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/25/2011	\$0.00
BIRLASOFT	OFFICE OF CORPORATE LEGAL ADVISOR 2035 LINCOLN HIGHWAY EDISON, NJ 08817	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/12/2005	\$0.00
BIRLASOFT	SRINATH KASHHAE 2035, LICNOLN HIGHWAY, SECOND FLOOR EDISON, NJ 08817	Renewal of Statement of Work, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/04/2012	\$0.00
BIRLASOFT, INC.	VIJAY BHAGWATI CORPORATE LEGAL ADVISOR 2035 LINCOLN HWY EDISON, NJ 08817	Master Services Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/25/2005	\$0.00
BIRO TRANSPORT	STEVE BIRO 29588 MISSION BLVD HAYWARD, CA 94544	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/15/2012	\$0.00
BISON TRANSPORT INC.	1001 SHERWIN RD WINNIPEG, MB R3H 0T8 CANADA	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/27/2013	\$0.00
BJ'S WHOLESALE CLUB	CHRIS MAYNARD ONE MERCER ROAD NATICK, MA 01760	Sales Agreement, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
BJ'S WHOLESALE CLUB, INC.	EDWARD A. BEEVERS ONE MERCER ROAD PO BOX 9601 NATICK, MA 01760	Sales Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/20/2005	\$0.00
BLACKLINE SYSTEMS, INC.	21300 VICTORY BLVD., 12TH FLOOR WOODLAND HILLS, CA 91367	Master Subscription Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/21/2012	\$0.00
BMG SOFTWARE, INC.	TONI CLARK 2101 CITYWEST BLVD HOUSTON, TX 77042-2829	Support Renewal Quote, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/24/2013	\$0.00
BMH ROBOTICS	CHAD KOSTKA 11515 ADIE RD ST. LOUIS, MO 63043	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/12/2009	\$0.00
BNSF RAILWAY COMPANY	MR. TIM MEYERS, MANAGER STRATEGIC SOURCING 2500 LOU MENK DRIVE FT. WORTH, TX 76131	Three-year Pricing Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 04/01/2011	\$0.00
BOROUGH OF HAMBURG (PA)	LYNDA G. ALBRIGHT, BOROUGH MANAGER 61 N 3RD ST HAMBURG, PA 19526	Land Sale Contract - Parcel 3, 280 Grand St, Hamburg, PA, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
BOROUGH OF HAMBURG, PA	ATTN: LYNDA G. ALBRIGHT, BOROUGH MANAGER 61 NORTH 3RD STREET HAMBURG, PA 19526	Sale of Land, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
BOSTON POWER, INC.	OFFICE OF THE CHIEF EXECUTIVE 2200 WEST PARK DRIVE SUITE 320 WESTBOROUGH, MA 1581	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/12/2011	\$0.00
BOSTON-POWER, INC.	PER ONNERUD, CTO 2200 WEST PARK DRIVE SUITE 320 WESTBOROUGH, MA 01581	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/05/2010	\$0.00
BRANCH BANKING AND TRUST COMPANY	BONNIE A. HINES 3200 BEECHLEAF COURT, F1 10 RALEIGH, NC 27604-1670	Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/09/2012	\$0.00
BRIOHN LEASING COMPANY	BRIOHN LEASING COMPANY W233 N2800 ROUNDY CIRCLE WEST, SUITE 100 PEWAUKEE, WI 53072-5795	Lease Agreement with respect to property located at N28W23420 Roundy Dr., Suite 100, Pewaukee, WI, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/20/2000	\$0.00
BROWN INDUSTRIES	STUART NELSON 205 W INDUSTRIAL BLVD DALTON, GA 30720	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/11/2010	\$0.00
BROWN NATIONALEASE	11229 AURORA AVENUE URBANDALE, IA 50322	NationaLease Vehicle Lease and Service Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/01/2007	\$18,898.71

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
BRP US INC.	KERRY KING 10101 SCIENCE DRIVE STURTEVANT, WI 53177	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/10/2012	\$0.00
BRYANT MARKETING COMMUNICATIONS	BILL BRYANT 2910 GLENEAGLES PT. ALPHARETTA, GA 30005	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/07/2011	\$0.00
BT AMERICAS INC.	620 EIGHTH AVE NEW YORK, NY 10018	Agreement - Amendment to the Statement of Work to Master Service, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 11/24/2011	\$0.00
BT AMERICAS INC.	620 EIGHTH AVE NEW YORK, NY 10018	Amendment No. 2 to the Statement of Work and Service Level Agreement Schedule to the Master Service Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2012	\$0.00
BT AMERICAS INC.	620 EIGHTH AVE NEW YORK, NY 10018	General Service Schedule to Telecommunications MSA - Amendment, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
BT AMERICAS INC.	620 EIGHTH AVE NEW YORK, NY 10018	Statement of Work, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/13/2011	\$0.00
BT AMERICAS, INC.	ATTN: CRAIG VALENTINE, ACCOUNT MANAGER 350 MADISON AVENUE NEW YORK, NY 10017	Master Services Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/25/2006	\$0.00
BT AMERICAS, INC.	ATTN: HAL BRETAN, HEAD OF LEGAL 620 EIGHTH AVENUE NEW YORK, NY 10018	General Service Schedule to Master Services Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/14/2012	\$0.00
BT AMERICAS, INC.	CRAIG VALENTINE 350 MADISON AVENUE NEW YORK, NY 10017	BT MPLS (6CoS) Service Specific Terms and Conditions, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/25/2006	\$0.00
BT AMERICAS, INC.	CRAIG VALENTINE ACCOUNT MANAGER 350 MADISON AVENUE NEW YORK, NY 10017	Amendment to Master Service Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/01/2011	\$0.00
BT AMERICAS, INC.	CRAIG VALENTINE ACCOUNT MANAGER 350 MADISON AVENUE NEW YORK, NY 10017	MobileXpress from BT Service Specific Terms and Conditions, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/25/2006	\$0.00
BT AMERICAS, INC.	CRAIG VALENTINE ACCOUNT MANGER 350 MADISON AVENUE NEW YORK, NY 10017	BT Professional Services Terms and Conditions, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/25/2006	\$0.00
BT AMERICAS, INC.	CRAIG VALENTINE, ACCOUNT MANAGER 350 MADISON AVENUE NEW YORK, NY 10017	Amendment to Master Service Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/28/2012	\$0.00
BT AMERICAS, INC.	CRAIG VALENTINE, ACCOUNT MANAGER 350 MADISON AVENUE NEW YORK, NY 10017	Managed Firewall Service Specific Terms and Conditions, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/23/2006	\$0.00
BT AMERICAS, INC.	CRAIG VALENTINE, ACCOUNT MANAGER 350 MADISON AVENUE NEW YORK, NY 10017	Service Level Agreement Schedule, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/25/2006	\$0.00
C & W NATIONALEASE	PO BOX 929 ABILENE, TX 79604-0929	NationalLease Vehicle Lease and Service Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/16/2006	\$2,755.84
C&C POWER, INC.	ATTN: WILL CONRARDY 949 NORTH LARCH AVENUE ELMHURST, IL 60126	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/28/2009	\$0.00
C.E. NIEHOFF & CO.	JAMES BECKER, MANAGER, INTELLECTUAL PROPERTY 2021 LEE STREET EVANSTON, IL 60202	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/20/2012	\$0.00
C.E.G. CONSTRUCTION	7901 S. CROSSWAY DRIVE PICO RIVERA, CA 90660	Confidentiality and Non-Circumvention Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/30/2005	\$0.00
C.H. ROBINSON WORLDWIDE, INC.	LEGAL DEPARTMENT 14701 CHARLSON ROAD SUITE 1200 EDEN PRAIRE, MN 55347	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 03/13/2013	\$0.00
CABOT CORPORATION	FRIEDRICH VON GOTTBERG VP & GM NEW BUSINESS TWO SEAPORT LANE SUITE 1300 BOSTON, MA 02210	Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/20/2011	\$0.00
CABOT CORPORATION	SEAN KEOHANE TWO SEAPORT LANE SUITE 1300 BOSTON, MA 02210	Mutual Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/27/2009	\$0.00
CACERES, CARLOS	1771 RIDEAU AVE COQUITLAM, BC V3J 3H1 CANADA	Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/02/2010	\$0.00
CADE ELECTRONICS INC.	DAVE BIRKENHEUER VP OPERATIONS 22000 FRASERWOOD WAY RICHMOND, BC V6W 1J6 CANADA	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/22/2010	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
CALEDON TRUCKING & CALEDON LOGISTICS	MICHAEL CALUERT 9503 E 33RD ST INDIANAPOLIS, IN 46235	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 10/21/2011	\$0.00
CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL	8800 CAL CENTER DRIVE 3RD FLOOR SACRAMENTO, CA 95826	Memorandum of Understanding, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/04/2011	\$0.00
CANADIAN INTERNATIONAL LOGISTICS INC.	DAVID LACKEY / ANDREE DOMOUICIO 5720 FAIRFIELD ROAD BROCKVILLE, ON K6V 5T5 CANADA	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 10/05/2012	\$0.00
CANADIAN PACIFIC RAILWAY	MAZHAR ALI SPECIALIST SOURCING - S&C GULF CANADA SQUARE 401 - 9TH AVENUE SW, SUITE 600 CALGARY, AL T2P 4Z4 CANADA	Battery Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/30/2012	\$0.00
CANADIAN PACIFIC RAILWAY	MAZHAR ALI, SPECIALIST SOURCING - S&C GULF CANADA SQUARE 401 - 9TH AVENUE SW, SUITE 600 CALGARY, AL T2P 4Z4 CANADA	Letter Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/30/2012	\$0.00
CANON DRAINAGE DISTRICT OF HOLT COUNTY	WILLIAM E. STONE, PRESIDENT PO BOX 156 FOREST CITY, MO 64451	Crossing Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/04/2008	\$0.00
CAPSTONE NATIONAL PARTNERS LLC	STEVE MOFFITT 900 2ND STREET, NE, SUITE 117 WASHINGTON, DC 20002	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/22/2010	\$0.00
CAR CO RENTALS INC.	BOBBIE SUE BEASLEY 2905 N. 32ND ST. FORT SMITH, AR 72904	National Lease Vehicle Lease and Service Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/16/2006	\$6,871.17
CAR PARTS WAREHOUSE	TONY DE FIORE, JR. 5200 W 130TH ST BROOK PARK, OH 44142	Exclusive Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 05/01/2012	\$0.00
CAREMARK, INC.	VICE PRESIDENT, CLIENT CONTRACT SERVICES 2211 SANDERS ROAD NORTHBROOK, IL 60062	Prescription Benefit Management Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 01/01/2004	\$0.00
CARLSON TOOL & MANUFACTURING CORPORATION	PRESIDENT W57 N14386 DOERR WAY CEDARBURG, WI 53012	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/29/2010	\$0.00
CARLSON TOOL AND MANUFACTURING CORP.	JERRY EDQUIST W57 N14286 DOERR WAY PO BOX 85 CEDARBURG, WI 53012	Mutual Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/09/2006	\$0.00
CARLSON WAGONLIT TRAVEL, INC.	LEGAL DEPARTMENT 701 CARLSON PARKWAY MINNETONKA, MN 55305	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/03/2011	\$0.00
CARMAX BUSINESS SERVICES, LLC	EH&S DEPARTMENT 12800 TUCKAHOE CREEK PARKWAY RICHMOND, VA 23238	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/13/2006	\$0.00
CARTWRIGHT	GREG OAKS 11901 CARTWRIGHT AVE. GRANDVIEW, MO 63030	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 02/08/2012	\$0.00
CASHFLOW ENHANCEMENT GROUP SOUTH, INC.	5490 MCGINNIS FERRY ROAD SUITE 220 ALPHARETTA, GA 30005	CashFlow Acceleration Program, and any related amendments, modifications, renewals, and extensions thereto	\$15,750.00
CATERPILLAR INC.	100 N.E. ADAMS STREET PEORIA, IL 61629-9600	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/31/2009	\$0.00
CATERPILLAR LOGISTICS SERVICES, INC.	LEGAL SERVICES GROUP - MT125 500 N. MORTON AVENUE PO BOX 474 MORTON, IL 61550	Battery Maintenance Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/20/2004	\$0.00
CB EQUIPMENT COMPANY	JOE LOYA, VP/GENERAL MANAGER 19305 72ND AVE SOUTH KENT, WA 98032	Purchase Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/03/2007	\$0.00
CB RICHARD ELLIS INC.	3348 PEACHTREE RD. TOWER PLACE 200 ,SUITE 900 ATLANTA, GA 30326	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 05/21/2007	\$0.00
CBRE	400 S. HOPE STREET 25TH FLOOR LOS ANGELES, CA 90071	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/28/2012	\$0.00
CBS OUTDOOR INC.	403 FORD DR. COLUMBUS, GA 31907	Sign Location Lease for the use of portion of property at 4320 Allied Dr. in Columbus, GA, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 07/01/2013	\$0.00
CCA FINANCIAL	7275 GLEN FOREST DR. SUITE 100 RICHMOND, VA 23226	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/21/2013	\$0.00
CCA FINANCIAL, LLC	10993 RICHARDSON ROAD SUITE 14 ASHLAND, VA 23005	Equipment Lease of Scrubbers, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/01/2012	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
CCA FINANCIAL, LLC	7275 GLEN FOREST DR STE 100 RICHMOND, VA 23226	Master Lease, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 11/01/2012	\$0.00
CCA FINANCIAL, LLC	7275 GLEN FOREST DRIVE SUITE 100 RICHMOND, VA 23226	Equipment Schedule - Scrubbers, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
CCA FINANCIAL, LLC	7275 GLEN FOREST DRIVE SUITE 100 RICHMOND, VA 23226	Equipment schedule to master lease, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/12/2012	\$0.00
CCA FINANCIAL, LLC	SALLIE E. PRUITT 7275 GLEN FOREST DR STE 100 RICHMOND, VA 23226	Master Lease Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/01/2012	\$0.00
CCH INCORPORATED	PO BOX 4307 CAROL STREAM, IL 60197	CCH - Major Account Agreement and amendments, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/13/2006	\$0.00
CENTRAL FREIGHT LINES	PRICING DEPT. 5601 W. WACO DR. WACO, TX 76710	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/08/2013	\$0.00
CENTRAL TRANSPORT LLC	VICE PRESIDENT 12225 STEPHENS ROAD WARREN, MI 48089	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 03/08/2013	\$0.00
CENTRAL TRANSPORT LLC	VICE PRESIDENT, PRICING 12225 STEPHENS ROAD WARREN, MI 48089	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/11/2013	\$0.00
CENTRE DE RECHERCHE PUBLIC HENRI TUDOR	29, AVENUE JOHN F. KENNEDY LUXEMBOURG	Co-Existence Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/30/2011	\$0.00
CERIDIAN CORPORATION	LEGAL COUNSEL 3311 EAST OLD SHAKOPEE ROAD MINNEAPOLIS, MN 55425	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/19/2011	\$0.00
CEVA FREIGHT LLC	JIM KREPP V.P. PROCUREMENT - NORTH AMERICA 10751 DEERWOOD PARK BOULEVARD SUITE 200 JACKSONVILLE, FL 32256	Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/06/2011	\$0.00
CEVA LOGISTICS	JOHN SKALSKI 3201 CENTRE PKWY EAST POINT, GA 30344	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 10/04/2012	\$0.00
CEVA LOGISTICS U.S. INC.	JIM KREPP 10751 DEERWOOD PARK BLVD STE 200 JACKSONVILLE, FL 32256	Purchase Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/06/2011	\$0.00
CHAINALYTICS LLC	MIKE KILGORE 2500 CUMBERLAND PKWY SUITE 550 ATLANTA, GA 30339	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 01/31/2013	\$0.00
CHAMBERS TRAVEL MANAGEMENT LIMITED	COMMERCIAL DIRECTOR BROKEN WHARF HOUSE 2 BROKEN WHARF LONDON, EC4V 3DT UNITED KINGDOM	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/03/2011	\$0.00
CHELTEC, INCORPORATED	DENISE DELANCY 2215 INDUSTRIAL BLVD SARASOTA, FL 34243	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/20/2007	\$0.00
CHLORIDE GROUP PLC	EBURY GATE 23 LOWER BELGRAVE STREET LONDON, SW1W 0NR UNITED KINGDOM	Trademark Assignment (Chloride Group as Assignor), and any related amendments, modifications, renewals, and extensions thereto	\$0.00
CHLORIDE GROUP PLC	EBURY GATE 23 LOWER BELGRAVE STREET LONDON, SW1W 0NR UNITED KINGDOM	Trademark Assignment (Exide as Assignor), and any related amendments, modifications, renewals, and extensions thereto	\$0.00
CIBER, INC.	LEGAL DEPARTMENT 6363 SOUTH FIDDLER'S GREEN CIRCLE GREENWOOD VILLAGE, CO 80111	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 12/19/2011	\$0.00
CIGNA HEALTH AND LIFE INSURANCE COMPANY	900 COTTAGE GROVE ROAD HARTFORD, CT 06152	All insurance policies, as amended or modified, issued at any time to the Debtor, its affiliates or predecessors of any of the foregoing and all agreements related thereto, as amended or modified	\$0.00
CIGNA HEALTH AND LIFE INSURANCE COMPANY	900 COTTAGE GROVE ROAD HARTFORD, CT 06152	Amended Administrative Services, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 01/23/2014	\$0.00
CIGNA HEALTH AND LIFE INSURANCE COMPANY	ATTN: JEREMY RAINHA, REGIONAL DIRECTOR 900 COTTAGE GROVE ROAD HARTFORD, CT 06152	Administrative Services Only Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 01/01/2009	\$0.00
CITY OF FRISCO, TEXAS	ATTN: GEORGE PUREFOY CITY HALL 6101 FRISCO SQUARE, FIFTH FLOOR FRISCO, TX 75034	Escrow Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/15/2012	See Confirmation Order
CITY OF FRISCO, TEXAS	ATTN: GEORGE PUREFOY CITY HALL 6101 FRISCO SQUARE, FIFTH FLOOR FRISCO, TX 75034	Master Settlement Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/6/2012	See Confirmation Order

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
CITY OF FRISCO, TEXAS	ATTN: GEORGE PUREFOY CITY HALL 6101 FRISCO SQUARE, FIFTH FLOOR FRISCO, TX 75034	Voluntary Cleanup Program Agreement (#2541), and any related amendments, modifications, renewals, and extensions thereto	See Confirmation Order
CITY OF GREER	301 EAST POINSETT STREET GREER, SC 29651	Permanent Easement grant to the city, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/31/2005	\$0.00
CK-KLEIN-MACFARLANE LTD.	CK-KLEIN-MACFARLANE LTD. 300 ARBORETUM PLACE, SUITE 330 ATTN: WILLIAM D. REDD RICHMOND, VA 23236	Lease Agreement with respect to property located at Southpark I, 5190 Commerce Rd., Richmond, VA, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/13/2004	\$0.00
CLAREMONT FLOCK CORPORATION	WILLIAM HALL 107 SCOTT DRIVE LEOMINSTER, MA 01453	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/08/2006	\$0.00
CLEAN POWER SYSTEMS LLC	ATTN: WILLIAM BUBENICEK 659 FIRST STREET, SUITE 407 HOBOKEN, NJ 07030	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/28/2011	\$0.00
CLIPPER EXPRESS COMPANY, DBA WHEELS CLIPPER	TERRY ARMSTRONG 9014 HERITAGE ROAD WOODBIDGE, IL 60517	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/06/2013	\$0.00
CM FURNACES INC.	103 DEWEY STREET BLOOMFIELD, NJ 07003	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 01/13/2010	\$0.00
CMP BATTERIES LTD.	PO BOX 1 SALFORD ROAD OVER HULTON BOLTON, BL5 1DD, UNITED KINGDOM	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
CO-EFFICIENT PRECISION ENGINEERING INC.	STEPHEN MATE 105 SCHNEIDER ROAD, SUITE #118 OTTAWA, ON K2K 1Y3 CANADA	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 10/25/2012	\$0.00
COLLIER INTERNATIONAL ATLANTA, INC.	SCOTT PLOMGREN 1349 WEST PEACHTREE STREET TWO MIDTOWN PLAZA, SUITE 1100 ATLANTA, GA 30309	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/13/2012	\$0.00
COLUMBIAN CHEMICALS COMPANY	COLUMBIAN CHEMICALS ACQUISITION LLC 1800 WEST OAK COMMONS COURT MARIETTA, GA 30062	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/05/2009	\$0.00
COLUMBIAN CHEMICALS COMPANY	OFFICE OF THE GENERAL COUNSEL 1800 WEST OAK COMMONS COURT MARIETTA, GA 30062	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/31/2009	\$0.00
COMAB COMERCIO E MANUTENCAO DE BATERIAS LTDA.	ESTRADA MUNICIPAL YONEJI NAKAMURA, 1000 BAIRRO DO TABOAO MOGI DAS CRUZES, SAO PAULO, 08772-011 BRAZIL	Memorandum of Understanding for operational arrangements, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
COMCAST CABLE COMMUNICATIONS MANAGEMENT LLC	1002 CORNERSTONE BLVD. DOWNTOWN, PA 19335	Agreement for Lead Acid Batteries, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 04/09/2009	\$0.00
COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC	1002 CORNERSTONE BLVD. DOWNTOWN, PA 19335	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/22/2007	\$0.00
COMDATA NETWORK, INC.	5301 MARYLAND WAY BRENTWOOD, TN 37027	Comdata MasterCard Corporate Card Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/23/2010	\$0.00
COMMAND TRANSPORTATION, LLC	CLAIMS/LEGAL DEPARTMENT 7500 FRONTAGE ROAD SKOKIE, IL 60077	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/31/2011	\$0.00
COMMERCIAL BATTERY SERVICE	KEVIN LECKMAN 4210 E ROWAN SPOKANE, WA 99217	Manufacturer's Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/01/2009	\$0.00
COMMUNICATION POWER SOLUTIONS, INC.	MR. DAN WASHBURN 6100 S. MAPLE, SUITE # 116 TEMPE, AZ 85283	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 02/01/2007	\$0.00
COMPLETE POWER SYSTEMS	ATTN: ROSS BAKER 164 COMMERCE DR. HENDERSONVILLE, TN 37075	Manufacturer's Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/16/1993	\$0.00
COMPLETE POWER SYSTEMS, INC.	ATTN: ROSS BAKER 164 COMMERCE DR. HENDERSONVILLE, TN 37075	Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/19/2013	\$0.00
COMPONENT CONCEPTS	3803 OCEANIC DRIVE, SUITE 201 OCEANSIDE, CA 92056	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/25/2010	\$0.00
COMPUTER ATLANTA	JEFF ORR 8196 INDUSTRIAL PLACE ALPHARETTA, GA 30004	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/19/2007	\$0.00
COMPUTER SCIENCES CORPORATION	OFFICE OF THE GENERAL COUNSEL 2100 EAST GRAND AVENUE EL SEGUNDO, CA 90245	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/09/2007	\$0.00
COMREP, INC.	CRAIG LOONEY 3260 PEACHTREE INDUSTRIAL BLVD SUITE 10 DULUTH, GA 30096	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/10/2012	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
COMREP, INC.	CRAIG LOONEY 3620 PEACHTREE INDUSTRIAL BLVD SUITE 10 DULUTH, GA 30096	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/09/2013	\$0.00
CONCUR TECHNOLOGIES, INC.	601 108TH AVE NE, SUITE 1000 BELLEVUE, WA 98004	Sales Order & Amendment, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
CONSERVATION COMMISSION OF THE STATE OF MISSOURI	2901 W. TRUMAN BLVD. JEFFERSON CITY, MO 65109	Easement for Pipeline, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/06/2009	\$0.00
CONSOLIDATED FAstrate INC.	PRESIDENT 9701 HIGHWAY 50 WOODBIDGE, ON L4H 2G4 CANADA	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/02/2012	\$0.00
CONSTELLATION NEWENERGY-GAS DIVISION, LLC	PRESIDENT 9960 CORPORATE CAMPUS DRIVE SUITE 2000 LOUISVILLE, KY 40223	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/20/2007	\$0.00
CONVOY SYSTEMS LLC	HOWARD HENSLEE 333 NORTH JAMES STREET KANSAS CITY, KS 66118	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 02/14/2012	\$0.00
CON-WAY TRUCKLOAD INC.	LEGAL DEPARTMENT 4701 E. 32ND STREET JOPLIN, MO 64804	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/31/2011	\$0.00
COOPER INDUSTRIES, INC.	1001 FANNIN SUITE 4000 HOUSTON, TX 77002	Trademark Assignment, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/14/1994	\$0.00
COPERION CORPORATION	COPERION GMBH 10 THEODORSTRABE 70469 STUTTGART GERMANY	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 04/21/2010	\$0.00
CORPTAX, LLC	LEGAL DEPARTMENT 1751 LAKE COOK ROAD SUITE 200 DEERFIELD, IL 60015	Corptax ETS Software License Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/16/2006	\$0.00
COXCO, INC	3603 PINE LN BESS, AL 35022	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/05/2013	\$0.00
COYOTE LOGISTICS	960 NORTHPOINT PARKWAY SUITE 150 ALPHARETTA, GA 30005	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/15/2012	\$0.00
COYOTE LOGISTICS, LLC	GENERAL COUNSEL 2545 W. DIVERSEY AVE., 3RD FLOOR CHICAGO, IL 60647	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/26/2013	\$0.00
CPA GLOBAL LIMITED	C.M. HINTELL LIBERATION HOUSE CASTLE STREET JERSEY, CHANNEL ISLAND, JE1 1BL UNITED KINGDOM	Patent and Design Renewal Services Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/26/2010	\$0.00
CPA GLOBAL LIMITED	LIBERATION HOUSE, CASTLE STREET ST HELIER JERSEY CHANNEL ISLANDS, JE1 1BL AUSTRALIA	Patent and Design Renewal Services Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/20/2011	\$0.00
CPG SOLUTIONS LLC DBA KPIT AND AFFILIATES	KPIT 1515 S. FEDERAL HWY, STE 200 BOCA RATON, FL 33432	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/09/2013	\$0.00
CRESA CORPORATE SERVICES	SCOTT BUMPAS 16250 KNOLL TRAIL DR., SUITE 111 DALLAS, TX 75248	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/20/2012	\$0.00
CROWN CREDIT COMPANY	C/O CROWN EQUIPMENT CORPORATION ATTN RODNEY J HINDERS 102 S WASHINGTON ST NEW BREMEN, OH 45869	Master Lease Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/31/2004	\$0.00
CROWN EQUIPMENT CORPORATION	TIMOTHY QUELLHORST VICE PRESIDENT - ENGINEERING 40-44 SOUTH WASHINGTON STREET NEW BREMEN, OH 45869	Mutual Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/18/2009	\$0.00
CRST EXPEDIATED, INC.	JOYCE WHITING 3930 16TH AVE SW CEDAR RAPIDS, IA 52404	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 10/31/2011	\$0.00
CSX TRANSPORTATION, INC.	MR. GOODING, PROCUREMENT MANAGER 500 WATER STREET (J-430) JACKSONVILLE, FL 32202	Memorandum of Understanding - Signal Batteries, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/20/2009	\$0.00
CSX TRANSPORTATION, INC.	P.O. BOX 116628 ATLANTA, GA 30368-6628	Right-of-Entry Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 03/16/2004	\$2,976.95
CUSHMAN & WAKEFIELD OF GEORGIA, INC.	BRANCH MANAGER 55 IVAN ALLEN JR BLVD STE 700 ATLANTA, GA 30308	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/28/2012	\$0.00
CYPRESS SEMICONDUCTOR CORPORATION	ATTN: GENERAL COUNSEL 198 CHAMPION COURT SAN JOSE, CA 95134	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/20/2010	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
DAIMLERCHRYSLER AG	BAUER SOURELL EPPLESTRASSE 225 STUTTGART, GERMANY	Trademark Coexistence Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/28/2001	\$0.00
DANWAY ELECTRICAL & MECHANICAL ENGINEERING LLC	PO BOX 28774 ABU DHABI, UNITED ARAB EMIRATES	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/16/2013	\$0.00
DANZAS CORPORATION D/B/A DHL GLOBAL FORWARDING	ATTN: DGF PRACTICE LEADER 1210 SOUTH PINE ISLAND ROAD PLANTATION, FL 33324	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/12/2012	\$0.00
DARAMIC, LLC	ATTN: GENERAL COUNSEL 11430 NORTH COMMUNITY HOUSE RD, SUITE 350 CHARLOTTE, NC 28277	Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/04/2012	\$78,461.34
DAVCO MANUFACTURING CORPORATION	9544-115 STREET GRANDE PRAIRIE, AB T8W 5W2 CANADA	Trademark Settlement Agreement, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
DE LAGE LANDEN FINANCIAL SERVICES, INC.	1111 OLD EAGLE SCHOOL RD WAYNE, PA 19087	Equipment Lease Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/31/2011	\$0.00
DE LAGE LANDEN FINANCIAL SERVICES, INC.	1111 OLD EAGLE SCHOOL RD WAYNE, PA 19087	Equipment Lease, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/09/2011	\$0.00
DE LAGE LANDEN FINANCIAL SERVICES, INC.	ANN-ELIZABETH DAVIS 1111 OLD EAGLE SCHOOL RD WAYNE, PA 19087	Forklift Lease - Contract # 25059194, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/30/2010	\$0.00
DEERE & COMPANY	ATTN LEGAL DEPARTMENT ONE JOHN DEERE PLACE MOLINE, IL 61265	Amendment To Exclusive Supply Letter Of Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 03/25/2004	\$0.00
DEERE & COMPANY	STEVE SELK, SENIOR MARKETING REPRESENTATIVE, WORLDWIDE PARTS ONE JOHN DEERE PLACE MOLINE, IL 61265	Authorization and Release of Liability, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 10/19/2010	\$0.00
DEFENSE LOGISTICS AGENCY - LAND AND MARITIME	PHILIP BICKEL LAND SUPPLY CHAIN PO BOX 3990 COLUMBUS, OH 43218	Government Contract # SPM7LA-13-C-0010, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/25/2013	\$0.00
DEFENSE SUPPLY CENTER COLUMBUS	CASSANDRA MARTIN LAND SUPPLY CHAIN PO BOX 3990 COLUMBUS, OH 30004	Government Contract # SPM7LX-10-D-7121, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/18/2010	\$0.00
DEFENSE SUPPLY CENTER RICHMOND	TRACY TINGLEY LAND SUPPLY CHAIN DETACHMENT 8000 JEFFERSON DAVIS HIGHWAY RICHMOND, VA 23297	Government Contract # SPM4L1-08-D-0023, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/22/2008	\$0.00
DELL INC.	ATTN LEGAL DEPARTMENT 1 DELL WAY ROUND ROCK, TX 78682	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/25/2013	\$0.00
DELOITTE CONSULTING LLP	GLENN WALTERS 191 PEACHTREE ST NE, SUITE 1500 ATLANTA, GA 30303	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/29/2007	\$0.00
DELOITTE CONSULTING LLP	MARK BRYSON 191 PEACHTREE STREET NE, SUITE 2000 ATLANTA, GA 30303 - 1924	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/05/2010	\$0.00
DELTA-Q TECHNOLOGIES CORP.	CFO 3755 WILLINGDON AVE BURNABY, BC V5G 3H3 CANADA	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/21/2011	\$0.00
DENOVO PROPERTIES, LLC	JONATHON K. MARKOFF 1302 WEST RANDOLPH STREET CHICAGO, IL 60607	Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/16/2010	\$0.00
DESIGNED NANOTUBES. LLC	KURT SWOGER 13477 FITZHUGH ROAD AUSTIN, TX 78731	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/02/2011	\$0.00
DIAMOND MACHINE WERKS	MR. PHILIPPE MARAVAL 2445 EAST OAKTON STREET ARLINGTON HEIGHTS, IL 60005	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/20/2009	\$0.00
DISCOVERY COMMUNICATIONS LLC	ONE DISCOVERY PLACE SILVER SPRING, MD 20910	License Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/20/2010	\$0.00
DLA LAND AND MARITIME	LAND SUPPLY CHAIN PO BOX 3990 COLUMBUS, OH 43218-3990	Government Contract # SPM7LX-13-D-0029, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/01/2013	\$0.00
DOERFER CORPORATION	JOHN BEST 1520 ELM HILL PIKE NASHVILLE, TN 37210	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/19/2009	\$0.00
DOLLAR TREE DISTRIBUTION, INC.	DOUG DREWS, VP - DISTRIBUTION CENTER OPERATIONS 500 VOLVO PARKWAY CHESAPEAKE, VA 23320	Motive Power Battery and Charger Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/23/2010	\$0.00
DORCHESTER PTE LTD	JEAN PIERRE KOOLMEES 80 RAFFLES PLACE #16-20 UOB PLAZA 2 SINGAPORE 048624 SINGAPORE	Letter of Intent, and any related amendments, modifications, renewals, and extensions thereto	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
DORCHESTER PTE LTD	JEAN PIERRE KOOLMEES 80 RAFFLES PLACE #16-20 UOB PLAZA 2 SINGAPORE, 48624 SINGAPORE	Confidentiality Deed, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/27/2012	\$0.00
DOW KOKAM LLC.	GENERAL COUNSEL 2125 RIDGEWAY DRIVE MIDLAND, MI 48642	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/05/2011	\$0.00
DR. ALLEN AMASON	ALLEN C. AMASON DEPARTMENT OF MANAGEMENT TERRY COLLEGE OF BUSINESS UNIVERSITY OF GEORGIA ATHENS, GA 30602	Mutual Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/11/2010	\$0.00
DR. DONALD THOMAS JR.	ATTN: DR. DONALD THOMAS JR. 4480-H S COBB DR. SE#304 SMYRNA, GA 30080	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/20/2012	\$0.00
DUN & BRADSTREET, INC.	103 JFK PARKWAY SHORT HILLS NEW JERSEY, NJ 07078	Subscription Agreement, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
DUPRE LOGISTICS LLC	201 ENERGY PKWY LAFAYETTE, LA 70508	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/25/2011	\$0.00
DYNAPOWER CORPORATION	ADAM KNUDSEN, CHIEF OF OPERATIONS 85 MEADOWLAND DRIVE SOUTH BURLINGTON, VT 5403	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/28/2009	\$0.00
EAGLE OXIDE SERVICES	5605 WEST 74TH STREET INDIANAPOLIS, IN 46278	Mutual Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/12/2009	\$0.00
EAGLE PRODUCT INSPECTION	ATTN: GENERAL MANAGER 6005 BENJAMIN ROAD TAMPA, FL 32634	Mutual Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/10/2012	\$0.00
EASTERN LIFT TRUCK CO INC	10 GRUMBACHER RD YORK, PA 17406	Amendment to master agreement & schedules, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/04/2012	\$3,500.00
EASTERN LIFT TRUCK CO INC	10 GRUMBACHER RD YORK, PA 17406	Equipment Lease, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
EASTERN LIFT TRUCK CO. INC.	ATTN: DARRIN LEVITT 10 GRUMBACHER ROAD YORK, PA 17406	Terms and Conditions, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/03/2012	\$0.00
EASTERN LIFT TRUCK COMPANY, INC.	LUKE GROSS 10 GRUMBACHER RD YORK, PA 17406	Full Maintenance Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/05/2012	\$0.00
ECHLIN INC.	100 DOUBLE BEACH ROAD BRANFORD, CT 06405	Trademark License Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/1997	\$0.00
ECHO GLOBAL LOGISTICS, INC.	600 W. CHICAGO CHICAGO, IL 60654	Mutual Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/25/2011	\$0.00
ELECTRICFIL CORPORATION	ATTN: PASCAL AUBURTIN 18831 CARTERS CIRCLE ELKMONT, AL 35620	Mutual Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/25/2009	\$0.00
ELECTROREP ENERGY PRODUCTS, INC.	ATTN: GENE BATES 2121 SCHUETZ ROAD SAINT LOUIS, MO 63146	Manufacturer's Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
ELECTROREP ENERGY PRODUCTS, INC.	ATTN: GENE BATES 2121 SCHUETZ ROAD SAINT LOUIS, MO 63146	Manufacturer's Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
ELECTROREP ENERGY PRODUCTS, INC.	ATTN: GENE BATES 2121 SCHUETZ ROAD ST. LOUIS, MO 63146	Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/15/2013	\$0.00
ELECTROREP/ENERGY PRODUCTS	ATTN: GENE BATES 2121 SCHUETZ ROAD ST. LOUIS, MO 63146	Manufacturer's Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/01/1991	\$0.00
ELECTROREP-ENERGY PRODUCTS, INC	ATTN: K. GENE BATES 2121 SCHUETZ ROAD ST. LOUIS, MO 63146	Manufacturer's Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/15/2009	\$0.00
ELECTROREP-ENERGY PRODUCTS, INC.	ATTN: GENE BATES 2121 SCHUETZ ROAD SAINT LOUIS, MO 63146	Manufacturer's Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/01/2006	\$0.00
ELLIS, DANA	245 BERMUDA DR. PEARL, MS 39208	Lease Agreement with respect to property located at 154 Concourse Drive, Pearl, MS, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/01/2008	\$0.00
ELTEK, INC.	ATTN: DAVID LEAL - VP OF SALES, NORTH AMERICA 1303 E. ARAPAHO ROAD RICHARDSON, TX 75081	Mutual Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/07/2012	\$0.00
ELTEK, INC.	ATTN: VP SALES 2925 E. PLANO PKWY PLANO, TX 75074	Mutual Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/02/2013	\$0.00
EMC CORPORATION	ATTN: GENERAL COUNSEL 176 SOUTH STREET HOPKINTON, MA 1748	Mutual Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/25/2009	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
EMS-GRILTECH	ATTN: SID OUTLAW, BUSINESS LEADER PO BOX 1717 SUMTER, SC 29151	Mutual Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/22/2009	\$0.00
ENERG2, INC.	ATTN: CHIEF OPERATING OFFICER 810 3RD AVENUE, SUITE 120 SEATTLE, WA 98104	Mutual Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/26/2009	\$0.00
ENERGIZER NZ LIMITED	ATTN: STEPHEN LARDNER 8 GABADOR PLACE MT. WELLINGTON, AUCKLAND, NEW ZEALAND	Settlement Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/01/2006	\$0.00
ENERGY BATTERY GROUP	ATTN: STEPHEN LARDNER 180 ALLEN ROAD N.E. ATLANTA, GA 30328	Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/17/2012	\$0.00
ENGINEERED EQUIPMENT CO. OF ALASKA	11900 INDUSTRY WAY UNIT M12 ANCHORAGE, AK 99515	Manufacturer's Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/15/2009	\$0.00
ENGINUITY MANUFACTURING SOLUTIONS	ATTN: DAVID M. ALPINE 570 EBURY PLACE DELTA, BC V3M6M8 CANADA	Mutual Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/21/2011	\$0.00
ENK INDUSTRIAL BATTERY CO., INC.	4450 VETERANS MEMORIAL DRIVE FAIRFIELD, AL 35064	Wal-Mart National Service Program Addendum to Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/28/2004	\$0.00
ENK INDUSTRIAL BATTERY CO., INC.	4450 VETERANS MEMORIAL DRIVE FAIRFIELD, AL 35064	Wal-Mart National Service Program Addendum to Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/22/2002	\$0.00
ENK INDUSTRIAL BATTERY COMPANY, INC.	4450 VETERANS MEMORIAL DRIVE FAIRFIELD, AL 35064	Wal-Mart National Service Program Addendum to Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/1/2009	\$0.00
ENTEK INTERNATIONAL LLC	ATTN: GENERAL COUNSEL 250 HANSARD AVENUE LEBANON, OR 97355	Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/04/2012	\$0.00
ENERGY MISSISSIPPI, INC.	308 EAST PEARL STREET JACKSON, MS, 39201	Lease and Maintenance Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/17/2002	\$0.00
ENERGY MISSISSIPPI, INC.	ATTN: GLENN PARKER PO BOX 1640 JACKSON, MS 39215	Agreement for Service, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/01/2005	\$7,161.64
ENTERPRISE FIELD MANAGEMENT, INC.	ATTN: JOHN CARNICELLI 5909 PEACHTREE DUNWOODY DR. ATLANTA, GA 30328	Master Equity Lease Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/17/2005	\$42,237.94
ENTERPRISE FLEET MANAGEMENT, INC.	5909 PEACHTREE DUNWOODY ROAD ATLANTA, GA 30328	Maintenance Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/08/2012	\$0.00
ENTERPRISE FM TRUST	5909 PEACHTREE DUNWOODY ROAD ATLANTA, GA 30328	Maintenance Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/08/2012	\$0.00
ENVIRONMENTAL RESOURCES MANAGEMENT, INC	ATTN: ALAN FELDBAUM 350 EAGLEVIEW BLVD, SUITE 200 EXTON, PA 19341	Global Master Agreement for Environmental, Health and Safety Consulting Services, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/08/2004	\$0.00
EQUANT, INC.	CHIEF REGIONAL COUNSEL 600 GALLERIA PARKWAY 6TH FLOOR, LEGAL DEPT. ATLANTA, GA 30339	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/27/2012	\$0.00
EQUIPMENT DEPOT	4331 ROSS PLAIN ROAD ATTN: MIKE SCHIELE CINCINNATI, OH 45236	Equipment Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/17/2011	\$0.00
ERICSSON INC	6300 LEGACY DR MAILSTOP: EVW PLANO, TX 75024	First Amendment to Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/27/2013	\$0.00
ERICSSON INC.	ATTN: ERIK SANDIN 6300 LEGACY DRIVE PLANO, TX 75024	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/17/2008	\$0.00
ESTES EXPRESS LINES	ATTN: VICE PRESIDENT, PRICING 3901 W. BROAD ST. RICHMOND, VA 23230	Mutual Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/13/2013	\$0.00
EXCELSYSTEMS SOFTWARE DEVELOPMENT INC.	ATTN: KEVIN CRONIN 101 - 9724 4TH STREET SIDNEY, BC V8L 2Y7 CANADA	Mutual Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/05/2010	\$0.00
EXEL INC.	ATTN: PRESIDENT INDUSTRIAL 570 POLARIS PARKWAY WESTERVILLE, OH 43082	Mutual Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/08/2013	\$0.00
EXIDE AUSTRALIA PTY LIMITED	1 WINTERTON ROAD CLAYTON VIC 3168, AUSTRALIA	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2011	\$0.00
EXIDE DRIVE INVESTMENT GROUP, LLC.	245 BIRCH ST. BLOUNTVILLE, TN 37617	Lease Agreement with respect to property located at 364 Exide Dr., Bristol, TN, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/16/1997	\$0.00
EXIDE ELECTRONICS CORPORATION	TWO PENN CENTER PLAZA PHILADELPHIA, PA 19102	Licensing Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/01/1982	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
EXIDE TECHNOLOGIES (SHANGHAI) CO. LIMITED	ROOM 1003, 10F YUE DA 889 CENTER NO. 1111 CHANG SHOU RD. SHANGHAI, 200042, CHINA	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2011	\$0.00
EXIDE TECHNOLOGIES (TRANSPORTATION) LTD	PO BOX 1 SALFORD ROAD, OVER HULTON BOLTON, BL5 1DD UNITED KINGDOM	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2011	\$0.00
EXIDE TECHNOLOGIES A.B.	BULTJATAN 40A SE-44240 KUNGALV, SWEDEN	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2011	\$0.00
EXIDE TECHNOLOGIES A.S.	BÖDKERVEJ 11 DK-7100 VEJLE, DENMARK	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2011	\$0.00
EXIDE TECHNOLOGIES A.S.	MOLOVEIEN 3 3187 HORTEN, NORWAY	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2011	\$0.00
EXIDE TECHNOLOGIES CANADA CORP	6950 CREDITVIEW ROAD MISSISSAUGA, ON L5N 0A6 CANADA	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2011	\$0.00
EXIDE TECHNOLOGIES DO BRASIL LTDA	RUA BARÃO DO TRIUNFO 427 CJ 607/608 BROOKLIN SAO PAULO, BRAZIL	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2011	\$0.00
EXIDE TECHNOLOGIES ELECTRONICA SL	C/ CANTABRIA 2 ALCOBENDAS MADRID, SP 28 108, SPAIN	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2011	\$0.00
EXIDE TECHNOLOGIES GMBH	FRANZ-SCHUBERT-STRASSE 7 A-2345 BRUNN AM GEBIRGE, AUSTRIA	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2011	\$0.00
EXIDE TECHNOLOGIES GMBH	IM THIERGARTEN BUEDINGEN, 63654, GERMANY	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2011	\$0.00
EXIDE TECHNOLOGIES LIMITED	149 HUTT PARK ROAD LOWER HUTT WELLINGTON, NEW ZEALAND	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2011	\$0.00
EXIDE TECHNOLOGIES LLC	1-Y GOLUTVINSKIY PEREULOK, D. 3-5, BLD. 3 MOSCOW, 119180 RUSSIAN FEDERATION	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2011	\$0.00
EXIDE TECHNOLOGIES OY	TAKKATIE 21 HELSINKI, 370, FINLAND	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2011	\$0.00
EXIDE TECHNOLOGIES S.A.	C/CANTABRIA N 2-2 PLANTA ALCOBENDAS, MADRID, 28100 SPAIN	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2011	\$0.00
EXIDE TECHNOLOGIES S.A.	CENTRA SA UL. GY?SKA 31/33 61-016 POZNA, POLAND	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2011	\$0.00
EXIDE TECHNOLOGIES SAS	5, ALLÉE DES PIERRES MAYETTES F - 92636 GENNEVILLIERS, FRANCE	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2011	\$0.00
EXIDE TECHNOLOGIES SINGAPORE PTE LIMITED	48A CHANGI SOUTH STREET 1 SINGAPORE 486114 SINGAPORE	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2011	\$0.00
EXIDE TECHNOLOGIES SPRL	RUE DE FLORIVAL 93 ARCHENNES 1390, BELGIUM	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2011	\$0.00
EXIDE TECHNOLOGIES SRL	VIA DANTE ALIGHIERI, 100/106 24058 ROMANO DI LOMBARDIA (BG) ITALY	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2011	\$0.00
EXIDE TECHNOLOGIES, LDA	AV. DR. CARLOS LEAL P-2600-619 CASTANHEIRA DO RIBATEJO, PORTUGAL	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2011	\$0.00
EXPEDITORS INTERNATIONAL OF WASHINGTON, INC.	ATTN: LEGAL 1015 THIRD AVENUE 12TH FLOOR SEATTLE, WA 98104	Mutual Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/12/2012	\$0.00
EXTRUSION DIES INDUSTRIES, LLC	ATTN: DENNIS PARADISE 911 KURTH ROAD CHIPPEWA FALLS, WI 54729	Mutual Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/06/2009	\$0.00
EZ-GO DIVISION OF TEXTRON INC.	ATTN: ANDRE S. ANDRADE 1451 MARVIN GRIFFIN ROAD AUGUSTA, GA 30004	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/18/2011	\$0.00
FACTOR SYSTEMS, INC. DBA BILLTRUST	FINANCE DEPARTMENT 1095 CRANBURY-SOUTH RIVER ROAD SUITE 3 JAMESBURG, NJ 08810	Billing Services Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/05/2009	\$26,284.58
FAMILY DOLLAR SERVICES, INC.	10401 OLD MONROE ROAD MATTHEWS, NC 28105	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/14/2008	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
FARR INDUSTRIAL LLC	ATTN: JIM BONUCCELLI PO BOX 141449 SPOKANE, WA 99214	Lease Agreement with respect to property located at 9708 E. Montgomery Suite D, Spokane, WA, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/09/1999	\$0.00
FARREX FREIGHT SYSTEMS LTD.	2703 SLOUGH STREET MISSISSAUGA, ON L4T 1G2 CANADA	Mutual Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/31/2012	\$0.00
FCM TRAVEL SOLUTIONS	269 MADISON AVENUE NEW YORK, NY 10016	Mutual Confidentiality, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/03/2011	\$0.00
FDL FASTENERS	ATTN: DAN LONG, PRESIDENT & CEO 900 ESTES SCHAUMBURG, IL 60193	Mutual Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/15/2012	\$0.00
FEDERATED AUTO PARTS	RUSTY BISHOP 541 GREENVILLE AVE STAUNTON, VA 24401	Customer Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 05/01/2011	\$0.00
FEDEX CORPORATE SERVICES	ATTN: LEGAL DEPARTMENT 1000 RIDGEWAY LOOP ROAD SUITE 600 MEMPHIS, TN 38120	Mutual Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/03/2013	\$0.00
FGHP PROPERTIES LIMITED PARTNERSHIP	FGHP PROPERTIES LIMITED PARTNERSHIP C/O PEMBROKE REALTY SERVICES 14502 N. DALE MABRY HIGHWAY, SUITE 200 ATTN: STEVE SWANN TAMPA, FL 33618	Lease Agreement with respect to property located at 4677 L.B. McLeod Rd, Suite G and I, Orlando, FL, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/13/2003	\$0.00
FIAMM AUTOMOTIVE BATTERIES S.P.A.	VIALE EUROPA 63 36075 MONTECCHIO MAGGIORE (VI) ITALY	Trademark License Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 11/03/1988	\$0.00
FINANCIAL SERVICES, INC.	ATTN: KEVIN KENNEDY 21 HARRISTOWN ROAD GLEN ROCK, NJ 07452	Director Access software and system agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/22/2010	\$1,390.20
FINANCIAL TRANSACTION SERVICES, LLC	24651 CENTER RIDGE ROAD, SUITE 375 WESTLAKE, OH 44145	Merchant Services Agreement, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
FIREFLY ENERGY, INC.	ATTN: LEGAL COUNSEL 6533 N. GALENA ROAD PEORIA, IL 61614	Mutual confidentiality agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/17/2009	\$0.00
FIRST FINANCIAL BANK	255 EAST FIFTH STREET, SUITE 700 CINCINNATI, OH 45202	Irrevocable Trust Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/03/2006	\$0.00
FLEETPRIDE	ROBERT LINDLEY 4050 CORPORATE DRIVE, SUITE 400 GRAPEVINE, TX 76051	Agreement to fund an Employee Sales Contest, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 09/01/2011	\$0.00
FLEETPRIDE	ROBERT LINDLEY 4050 CORPORATE DRIVE, SUITE 400 GRAPEVINE, TX 76051	Customer Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 09/01/2011	\$0.00
FLEETPRIDE, INC.	ROBERT LINDLEY 4050 CORPORATE DRIVE, SUITE 400 GRAPEVINE, TX 76051	Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/06/2008	\$0.00
FLEMING TECHNICAL, INC.	5028 VERMACK RD ATLANTA, GA 30338	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/11/2008	\$0.00
FMC CORPORATION	C/O CURTIN & HEEFNER LLP ATTN ROBERT SZWAIKOS, ESQ 250 PENNSYLVANIA AVE MORRISVILLE, PA 18940	Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2013	\$0.00
FORD MOTOR COMPANY	ATTN LEGAL DEPARTMENT ONE AMERICAN ROAD DEARBORN, MI 48126-2798	Warranty - Flooded Motive Power Battery with Fast Charger (Models M15...RC, M18...RC, M25...RC, M28...RC), and any related amendments, modifications, renewals, and extensions thereto	\$0.00
FORD MOTOR COMPANY	ATTN LEGAL DEPARTMENT ONE AMERICAN ROAD DEARBORN, MI 48126-2798	Warranty - Models M15...RC, M18...RC, M25...RC, M28...RC, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
FORTIM ACUMULADORES INDUSTRIAIS LTDA	RUA RIBEIRO GONCALVES 56 CIDADE ARACILIA GUARULHOS SAO PAULO, 07250-080, BRAZIL	Trademark Dispute Settlement Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/24/2008	\$0.00
FOX & JAMES NATIONALEASE	216 MARSH LANE LATROBE, PA 15650	NationLease Vehicle Lease and Service Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/16/2006	\$3,641.16
FREESCALE SEMICONDUCTOR INC.	ATTN: SCOTT C. MATURO 1745 N. BROWN ROAD, SUITE 120 LAWRENCEVILLE, GA 30043	Mutual Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/20/2010	\$0.00
FRESH EXPRESS	STEVE MASSEY 2730W WARRIOR TRAIL GRAND PRAIRIE, TX 75052	Planned Maintenance Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/05/2012	\$0.00
FRITTS CONSULTING LLC	ATTN: ROBERT W. FRITTS, MANAGING DIRECTOR 380 MARY ROAD THOMASVILLE, NC 27360	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/08/2011	\$0.00
FROST & SULLIVAN	ATTN: BRETT DINGWALL PO BOX 337 SAN ANTONIO, TX 78292	Growth Partnership Services, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/07/2010	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
FRUITION PARTNERS INC.	ATTN: CFO 168 N. CLINTON STREET, 6TH FLOOR CHICAGO, IL 60661	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/08/2013	\$0.00
FSI	KEVIN KENNEDY, SR. 21 HARRISTOWN ROAD GLEN ROCK, NJ 7452	Director Access Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/22/2010	\$0.00
FULKERSON, FLOYD H.	FLOYD H. FULKERSON 124 WEST CAPITOL AVENUE, SUITE 1620 LITTLE ROCK, AR 72201	Lease Agreement with respect to property located at 7821 Doyle Springs Road, Little Rock, AR, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/06/2005	\$0.00
G. ANTONINI REALTY, INC.	3605 WINDING WAY NEWTOWN SQUARE, PA 19073	Lease Agreement with respect to property located at 472 Boot Rd, Downingtown, PA, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/27/2011	\$0.00
G2SALES LLC	ATTN: DON PIPER 1050 CLASSIC ROAD APEX, NC 27539	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/31/2012	\$0.00
GALAXY DEVELOPMENT, LLC	PO BOX 683550 PARK CITY, UT 84068	Lease Agreement with respect to property located at 3696 West 900 South, Suite H and I, Salt Lake City, UT, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/16/2004	\$0.00
GAP PARTNERS, INC.	ATTN: GENERAL MANAGER 6580 WOLFFORK ROAD RABURN GAP, GA 30568	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/15/2012	\$0.00
GARTIN TECHNOLOGIES	VALLARTA AV. #6503 CONCENTRO CONDOMINIUM LOCAL NO. B-24 GROUND FLOOR CIUDAD GRANJA, CP. 45010 ZAPOPAN, JALISCO, MEXICO	Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/20/2012	\$0.00
GATE SOFTWARE LIMITED	ATTN: NICOLA PELISSIER COASTAL HOUSE 180 BRIDGE ROAD SOUTHAMPTON, S031 7EH UNITED KINGDOM	Subscription Service Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/31/2006	\$0.00
GATEWAY FREIGHT SYSTEMS INC.	1425 NORJOHN COURT, UNIT 6, BURLINGTON, ON L7L 0E6 CANADA	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/02/2012	\$0.00
GAUSS INTERPRISE, INC.	ATTN: ED NALLEY, COO 8717 RESEARCH DRIVE IRVINE, CA 92618	End-User Agreement - Software License, Hardware Purchase, Installation, Training, Maintenance Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/31/2002	\$0.00
GE TRANSPORTATION	500 W MONROE ST CHICAGO, IL 60661	Warranty - AGM VRLA Diesel Starting Battery (Models SLS-550 and SLS-710), and any related amendments, modifications, renewals, and extensions thereto	\$0.00
GE TRANSPORTATION	500 W MONROE ST CHICAGO, IL 60661	Warranty - Flooded Diesel Starting Battery (Models M48...), and any related amendments, modifications, renewals, and extensions thereto	\$0.00
GEHL COMPANY	ONE GEHL WAY WEST BEND, WI 53095	Mutual Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/13/2012	\$0.00
GENERAL CORPORATION	GENERAL CORPORATION PO BOX 6190 CHARLESTON, WV 25362	Lease Agreement with respect to property located at the Rex Building, 1412-1414 Bigley Avenue, Bays F, G, H, & K, Sections 8&9, Charleston, WV, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/27/2003	\$0.00
GENERAL DYNAMICS LAND SYSTEMS	38500 MOUND ROAD STERLING HEIGHTS, MI 48310	Proprietary Data Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/26/2012	\$0.00
GENERAL ELECTRIC COMPANY	APPLIANCE PARK AP1-108H ANDY DONAHOU LOUISVILLE, KY 40225	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/21/2012	\$0.00
GENERAL ELECTRIC COMPANY	APPLIANCE PARK AP1-108H ANDY DONAHOU LOUISVILLE, KY 40225	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/28/2010	\$0.00
GENERAL ELECTRIC COMPANY	APPLIANCE PARK AP1-108H ANDY DONAHOU LOUISVILLE, KY 40225	Strategic Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/01/2011	\$0.00
GENERAL MILL MACHINE SHOP, INC.	2021 PENNSYLVANIA AVENUE KANSAS CITY, MO 64108	Independent Contractor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/08/2010	\$0.00
GEORGIA POWER	C/O MCGUIRE WOODS LLP ATTN NATHAN WOOD PROMENADE II 1230 PEACHTREE STREET N.E., SUITE 2100 ATLANTA, GA 30309-3534	Electrical Supply Agreement and System Rental Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/27/1995	\$359,219.86
GEORGIA TECH RESEARCH CORPORATION	ATTN: GREG KING GEORGIA INSTITUTE OF TECHNOLOGY ATLANTA, GA 30332-0640	Proprietary Information Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/09/2009	\$0.00
GIANT EAGLE	ATTN: TONY HAMPTON 101 KAPPA DR PITTSBURGH, PA 15238-2809	Purchase Agreement Industrial Batteries, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/17/2012	\$0.00
GLAZIER FOODS	RALPH SMITH 11303 ANTOINE HOUSTON, TX 77066	Planned Maintenance Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/11/2012	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
GLOBAL BSN LLC	ATTN: FRANK POPE, GENERAL COUNSEL 700 AIRPORT BLVD SUITE 370 BURLINGAME, CA 94010	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/29/2011	\$0.00
GNB BATTERY TECHNOLOGIES JAPAN INC.	13000 DEERFIELD PARKWAY BUILDING 200 ALPHARETTA, GA 30004	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2011	\$0.00
GNB TECHNOLOGIES (CHINA) LIMITED	UNIT 711, 7/F, TOWER 1, SILVERCORD, 30 CANTON ROAD KOWLOON HONG KONG, CHINA	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2011	\$0.00
GNB TECHNOLOGIES INDIA PVT-LTD	NO.389, 1ST CROSS, 12TH MAIN HAL 2ND STAGE BANGALORE – 560 008 INDIA TOOLING DIVISION (PLANT 7)	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2011	\$0.00
GODGREJ & BOYCE MFG. CO. LTD.	PIROJSHANAGAR VIKROLI MUMBAI, 400-079 INDIA	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/16/2005	\$0.00
GOLDER ASSOCIATES, INC.	ATTN: PETER SWINICK, PRINCIPAL 1951 OLD CUTHBERT RD STE 301 CHERRY HILL, NJ 08034	Golder Terms and Conditions, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/13/2004	\$0.00
GOPHER RESOURCE LLC	ATTN: MARK KUTOFF 685 YANKEE DOODLE ROAD EAGAN, MN 55121	Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 08/14/2012	\$0.00
GOTCHA TRANSPORT INC.	4701 SOUTH MADISON MUNCIE, IN 47302	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/10/2012	\$0.00
GRAHAM'S FYR-FYTER	511 W LEMON ST LANCASTER, PA 17603-3322	Independent Contractor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/06/2012	\$548.02
GRAINGER INDUSTRIAL SUPPLY	ATTN: DIRECTOR, SALES SUPPORT 100 GRAINGER PARKWAY LAKE FOREST, IL 60045	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/25/2013	\$0.00
GRAND CENTRAL SOLUTIONS, INC.	ATTN: RALPH JOVINE 5 CONCOURSE PARKWAY, SUITE 2875 ATLANTA, GA 30328	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/07/2007	\$0.00
GREATWIDE AMERICAN TRANS-FREIGHT, LLC	2150 CABOT BOULEVARD WEST LANGHORNE, PA 19047	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/06/2013	\$0.00
GROUP LOTUS PLC	HETHEL, NORWICH, NORFOLK NR1 4BE2 UNITED KINGDOM	Trademark claim Settlement Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/29/2007	\$0.00
GS BATTERY (U.S.A.) INC.	ATTN: CONTROLLER 1000 MANSELL EXCHANGE WEST, SUITE 350 ALPHARETTA, GA 30022	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/02/2009	\$0.00
GS BATTERY (U.S.A.) INC.	ATTN: CONTROLLER 1150 NORTHMEADOW PKWY SUITE 110 ROSWELL, GA 30076-3886	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/22/2010	\$0.00
GSA, GENERAL PRODUCTS ACQUISITION CENTER	819 TAYLOR STREET, ROOM 6A24 FORT WORTH, TX 76102-6114	Government Contract for Batteries # GS-07F-9432S, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/03/2005	\$0.00
GUIDANCE SOFTWARE, INC.	ATTN: LEGAL DEPT 215 N. MARENGO AVE SUITE 250 PASADENA, CA 91101	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/16/2009	\$0.00
GUTOR ELECTRONIC LLC	ATTN: HANS JENSEN 135A TOWN STREET EAST HADDAM, CT 06423	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/25/2011	\$0.00
GUTOR ELECTRONIC LLC	ATTN: JACQUES MULLER - CEO HARDSTRASSE 74, 5430 WETTINGEN, SWITZERLAND	Subcontract No. 1120217-2, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/23/2013	\$0.00
GUTOR ELECTRONIC LLC	HARDSTRASSE 74 WETTINGEN, 5430 SWITZERLAND	Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/23/2013	\$0.00
H & T WATERBURY, INC.	ATTN: SETH GRENIER 984 WATERVILLE STREET WATERBURY, CT 06704	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/11/2009	\$0.00
H&M TRUCKING, INC.	ATTN: CHUCK RADKE 2522 ED BABE GOMEZ OMAHA, NE 68107	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/15/2012	\$0.00
HAMMOND GROUP INC.	ATTN: STEPHEN A. BOLANOWSKI 1414 FIELD STREET HAMMOND, IN 46320	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/17/2013	\$0.00
HASLER FINANCIAL SERVICES LLC	3400 BRIDGE PARKWAY, SUITE 201 REDWOOD CITY, CA 94065	Equipment Lease, and any related amendments, modifications, renewals, and extensions thereto	\$989.42
HAWK ELECTRONICS LTD.	ATTN: ALICJA KAY MALT STREET ACCRINGTON, UNITED KINGDOM	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/13/2013	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
HDA TRUCKPRIDE	SHAWN SHUMAKER 608 LAMBERT POINTE DRIVE BUILDING C HAZELWOOD, MO 63042	Purchase & Service, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 04/01/2013	\$0.00
HELLMAN WORLDWIDE LOGISTICS, INC.	ATTN: LEGAL DEPARTMENT 10450 DORAL BOULEVARD DORAL, FL 33178	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/28/2013	\$0.00
HEWITT ASSOCIATES LLC	ATTN: GENERAL COUNSEL 100 HALF DAY ROAD LINCOLNSHIRE, IL 60069	Administrative Services - Employee Communication, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/26/2009	\$0.00
HEWITT ASSOCIATES LLC	PO BOX 95135 CHICAGO, IL 60694	Canadian Pension Administration Services, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/22/2012	\$0.00
HEWITT ASSOCIATES LLC	PO BOX 95135 CHICAGO, IL 60694	Data Processing Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/16/2012	\$0.00
HEWITT ENNISKNUPP, INC.	3350 RIVERWOOD PARKWAY, SUITE 80 ATLANTA, GA 30339	Amendment 1 of Schedule 7 of Master Consulting Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/23/2012	\$0.00
HFI	ATTN: RAY HUSSMAN 1100 CAROLINA DRIVE WEST CHICAGO, IL 60185	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/07/2012	\$0.00
HIBAR SYSTEMS LTD.	ATTN: STEVE MARK 35 POLLARD ST. RICHMOND HILL, ON L4B 1A8 CANADA	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/11/2009	\$0.00
HICKORY SPRINGS MANUFACTURING COMPANY	ATTN: MARK A. STENGER 4925 STATE LINE ROAD FORT SMITH, AR 72916	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/08/2012	\$0.00
HIGHWATER INNOVATIONS LLC	ATTN: GEORGE BRILMYER 2111 HIGHLAND FALLS COURT JOHNSON CITY, TN 37615	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/24/2011	\$0.00
HILLS, INC.	ATTN: JEFF MAGGARD 7785 ELLIS ROAD WEST MELBOURNE, FL 32904	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/02/2010	\$0.00
HIMAG SOLUTIONS LTD	ATTN: DEAN CURRAN UNIT A THE AQUARIUS CENTRE WATERWELLS BUSINESS PARK QUEDGELEY, GLOUCESTERSHIRE, GL2 2FN UNITED KINGDOM	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/21/2012	\$0.00
HITACHI DATA SYSTEMS	ATTN: VP GENERAL COUNSEL 750 CENTRAL EXPRESSWAY SANTA CLARA, CA 95050	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/06/2010	\$0.00
HOLLINGSWORTH & VOSE COMPANY	112 WASHINGTON STREET EAST WALPOLE, MA 02032	Purchase Agreement and Mutual Agreement for Protection of Confidential Information, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
HOLLINGSWORTH & VOSE COMPANY	112 WASHINGTON STREET EAST WALPOLE, MA 2032	Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/23/2003	\$0.00
HOLLINGSWORTH & VOSE COMPANY	ATTN: VICE PRESIDENT AND GENERAL MANAGER, ESIS (COPY TO GENERAL COUNSEL) 112 WASHINGTON STREET EAST WALPOLE, MA 02032	Mutual Agreement for the Protection of Confidential Information, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/31/2010	\$0.00
HONDA MOTOR CO., LTD.	MARTLN J. ELSLON, ESQ. ALSTON & BIRD ONE ATLANTIC CENTER 1201 WEST PEACHTREE STREET ATLANTA, GA 30309-3424	Settlement Agreement, Stipulation Letter and Withdrawn Application, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/04/1990	\$0.00
HOSPIRA, INC.	ATTENTION: PURCHASING DEPARTMENT 755 JARVIS DRIVE MORGAN HILL, CA 95307	Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/04/2011	\$0.00
HOSPIRA, INC.	ATTN: MARCUS ORTIZ 275 N. FIELD DRIVE LAKE FOREST, IL 60045	Bilateral Confidential Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/02/2010	\$0.00
HOSPIRA, INC.	ATTN: PURCHASING DEPARTMENT 755 JARVIS DRIVE MORGAN HILL, CA 95037	Development and Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/25/2005	\$0.00
HOSPIRA, INC.	JUDITH LETTMAN-DAVIS, VICE PRESIDENT, PROCUREMENT 275 NORTH FIELD DRIVE LAKE FOREST, IL 60045	Supply Agreement Extension, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/20/2012	\$0.00
HOW IT'S MADE	C/O DISCOVERY COMMUNICATIONS LLC. ONE DISCOVERY PLACE SILVER SPRING, MD 20910	Authorization and Release of Liability, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/30/2007	\$0.00
HOWELL MACHINE INC.	ATTN DOUG ROBERTS 815 D STREET LEWISTON, ID 83501	Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/28/2013	\$0.00
HUPP ELECTRIC MOTORS INC. POWER LIFT INC.	SCOTT DERBY 275 33RD AVE. SW CEDAR RAPIDS, IA 52404	Independent Contractor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/09/2004	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
HYPHEN TRANSPORTATION MANAGEMENT INC.	ATTN: CHIEF FINANCIAL OFFICER 190 ATTWELL DRIVE, SUITE 680 TORONTO, ON M9W 6H8 CANADA	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/02/2012	\$0.00
HYUNDAI MOTOR MANUFACTURING ALABAMA, LLC	7515 HALCYON SUMMIT DRIVE MONTGOMERY, AL 36117	Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 09/17/2003	\$0.00
IBEW LOCAL 700	FORT SMITH OFFICE 2914 MIDLAND BLVD FT. SMITH, AR 72904	Union Contract, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 04/25/2013	\$0.00
ICE COMPONENTS INC.	ATTN: MARY HAYDEN 1165 ALLGOOD ROAD SUITE #20 MARIETTA, GA 30062	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/25/2012	\$0.00
ICF INDUSTRIES, INC.	ATTN: BOB KRUG PO BOX 210 PLEASANT HILL, MO 64080	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/03/2012	\$0.00
IHS GLOBAL INC.	FRITZ SMITH 15 INVERNESS WAY EAST ENGLEWOOD, CO 80112	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 05/15/2013	\$0.00
IHS GLOBAL INC.	IHS GLOBAL INC. 15 INVERNESS WAY EAST ENGLEWOOD, CO 80112	Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 05/15/2013	\$0.00
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY	BUREAU OF LAND REMEDIAL PROJECT MANAGEMENT SECTION 1021 NORTH GRAND AVENUE EAST P.O.BOX 19276 SPRINGFIELD, IL 62794-9276	Environmental Land Use Control Agreement, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
IMS DBA TRANS MOTION	600 EAST 60TH STREET SIOUX FALLS, SD 57104	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/06/2013	\$0.00
INDUSTRIAL BATTERY & SERVICES, INC.	ATTN: W.A. MCKENTY 144 NORTH YORK ROAD WARMINGSTER, PA 18974-4521	Manufacturer's Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/07/1997	\$0.00
INDUSTRIAL BATTERY SERVICE, INC.	DAVID J. ANTIKAINEN, PRESIDENT 6856 YORK STREET DENVER, CO 80229	Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/19/2013	\$0.00
INDUSTRIAL BATTERY SUPPLY	PO BOX 28009 COLUMBUS, OH 43228-0009	Wal-Mart National Service Program Addendum to Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/28/2004	\$0.00
INDUSTRIAL CRATING INC.	ATTN: PRESIDENT PO 248 413 N. FRONT STREET ST PAUL, KY 66771	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/05/2013	\$0.00
INDY-CHEM	ATTN: BARRY S. THOMES PO BOX 5455 ST. JOHN, IN 46343	Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/18/2012	\$0.00
INFINITYQS INTERNATIONAL, INC.	ATTN: MICHAEL A. LYLE 14900 CONFERENCE CENTER DRIVE SUITE 525 CHANTILLY, VA 20151	Corporate Software License Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/19/2007	\$531.55
INFOR GLOBAL SOLUTIONS (MICHIGAN) INC.	LEGAL DEPARTMENT 13560 MORRIS ROAD, SUITE 4100 ALPHARETTA, GA 30004	Software Service Agreement, Amendment and Service Work Order, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/03/2008	\$570.00
INFOR GLOBAL SOLUTIONS (MICHIGAN), INC.	ATTENTION: GENERAL COUNSEL 13560 MORRIS ROAD, SUITE 4100 ALPHARETTA, GA 30004	Software Services Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/09/2008	\$0.00
INFO-TECH RESEARCH GROUP INTERNATIONAL	602 QUEENS AVENUE LONDON, ON N6B 1Y8 CANADA	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/28/2011	\$0.00
INNOVATIVE MACHINE CORPORATION	3959 VALLEY EAST INDUSTRIAL DRIVE BIRMINGHAM, AL 35217	Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/10/2012	\$0.00
INNOVATIVE POWER DESIGNS	ATTN: SHARON ROSE GEORGE 3801 CAROLINA AVENUE RICHMOND, VA 23222	Manufacturer's Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/23/2009	\$0.00
INNOVATIVE POWER INC.	ATTN: TOM BLASKOVICH 28151 HIGHWAY 74 MENIFEE, CA 92585	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/02/2013	\$0.00
INSIGHT DIRECT USA, INC.	ATTN: LEGAL DEPT 910 W. CARVER ROAD TEMPE, AZ 85283	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/17/2010	\$0.00
INSOURCE LOGISTICS	ATTN: OFFICE OF THE GENERAL COUNSEL 4060 WAYNE STREET HILLIARD, OH 43026	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/26/2009	\$0.00
INTEGRITY INTERACTIVE CORPORATION	51 SAWYER ROAD WALTHAM, MA 02453	Subscription and Service Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/08/2003	\$0.00
INTELEX TECHNOLOGIES INC.	JOHN PHYPER 905 KING STREET WEST, SUTE 600 TORONTO, ON M6K 3G9 CANADA	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/17/2013	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
INTELLINET CORPORATION	BRIAN BENSON, CFO TWO CONCOURSE PARKWAY, SUITE 100, ATLANTA, GA 30328	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/20/2012	\$0.00
INTELLINET CORPORATION	FINANCE DEPARTMENT TWO CONCOURSE PARKWAY, SUITE 100 ATLANTA, GA 80112	Software Master agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 02/17/2012	\$0.00
INTERLEX TECHNOLOGY INC.	JOHN PHYPER 905 KING STREET WEST, SUITE 600 TORONTO, ON M6K 3G9 CANADA	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/17/2013	\$0.00
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS	LOCAL UNION NO. 1048, 1770 S US HIGHWAY 231, SUITE 7 CRAWFORDSVILLE, IN 47933	Union Contract, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 11/09/2011	\$0.00
INTERNATIONAL BUSINESS MACHINES CORPORATION	ATTN: REGIONAL COUNSEL 590 MADISON AVENUE 12TH FLOOR NEW YORK, NY 10022	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/27/2012	\$0.00
INTERNATIONAL COMPONENTS CORPORATION	ATTN: MICHAEL J. DAVIS 4 WESTBROOK CORPORATE CENTER SUITE 900 WESTCHESTER, IL 60154	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/10/2009	\$0.00
INTERNATIONAL SOS ASSISTANCE, INC.	PHILADELPHIA REGIONAL OFFICE 3600 HORIZON BLVD STE 300 TREVISO, PA 19053-4949	Medical Evacuation Services, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/12/2007	\$0.00
INTERNATIONAL UNION OF ELECTRONIC, ELECTRICAL, SALARIED, MACHINE AND FURNITURE WORKERS, IUE/CWA, LOCAL UNION NO. 86116	4314 S. 40TH STREET SAINT JOSEPH, MO 64503-2146	Union Contract, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 02/17/2013	\$0.00
INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE, AND AGRICULTURAL IMPLEMENT WORKERS (UAW) AND ITS LOCAL 84	ATTN NIRAJ R GANATRA 8000 E JEFFERSON AVE DETROIT, MI 48214	Termination Agreement with respect to the closing of Exide's Logansport Indiana facility, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE, AND AGRICULTURAL IMPLEMENT WORKS (UAW) AND ITS LOCAL 1829	ATTN NIRAJ R GANATRA 8000 E JEFFERSON AVE DETROIT, MI 48214	Agreement for the closure of the Company's Burlington Iowa Facility, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
INTERSTATE DISTRIBUTOR CO.	ATTN: BYRON PARK 11707 21ST AVENUE, CT. S TACOMA, WA 98444	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/14/2013	\$0.00
INTERTEK SYSTEMS	ATTN: MICHAEL LEHMANN 1950 EVERGREEN BLVD., SUITE 100 DULUTH, GA 30096	Contract for Certification - Design and Manufacture Lead Acid Batteries - Salina, KS, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/05/2013	\$24,588.03
INTERTEK TESTING SERVICES NA, INC.	ATTN: JESSE COOK 1500 BRIGANTINE DRIVE COQUITLAM, BC V3K 7C1 CANADA	Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/06/2011	\$0.00
INTERTEK TESTING SERVICES NA, INC.	ATTN: MICHAEL LEHMANN 1950 EVERGREEN BLVD., SUITE 100 DULUTH, GA 30096	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/07/2011	\$0.00
INTRAPACK CORPORATION	ATTN: TRACY ZAFFINO 10817 SANDEN DRIVE DALLAS, TX 75238-1338	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/02/2007	\$0.00
INVESTORS GROUP FINANCIAL SERVICES	ATTN: MARCELO SPADAFORA 100-1275 NORTH SERVICE ROAD WEST OAKVILLE, ON L6H 3G4 CANADA	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/14/2009	\$0.00
IPCAPITAL GROUP, INC.	ATTN: NANCY E. CROWN 400 CORNERSTONE DRIVE, SUITE 325 WILLISTON, VT 05495-4046	Mutual Non-Disclosure and Non-Use Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/16/2010	\$0.00
IXYS CORPORATION	ATTN: GENERAL COUNSEL 1590 BUCKEYE DRIVE MILPITAS, CA 95035	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/20/2012	\$0.00
J.G. PETRUCCI CO., INC.	2121 LEHIGH STREET HOLDINGS, L.P. 171 ROUTE 173, SUITE 201 ASHBURY, NJ 8802	Confidentiality and Non-Circumvention Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 05/03/2005	\$0.00
J.I.T. WAREHOUSE, INC.	ATTN: PRESIDENT 810 S. 28TH, BLDG C VAN BUREN, AR 72956	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/05/2013	\$0.00
J.J. KELLER & ASSOCIATES, INC.	3003 W. BREEZEWOOD LANE P.O. BOX 368 NEENAH, WI 54957-0368	Driver Log Audit & Management System Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/05/1988	\$0.00
JABIL CIRCUIT, INC.	LEGAL DEPARTMENT 10560 DR. MARIN LUTHER KING. JR. ST NO., ST. PETERSBURG, FL 33716	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/05/2012	\$0.00
JACOBSON TRANSPORTATION COMPANY, INC.	MARTY R. HOWARD 3811 DIXON STREET DES MOINES, IA 50313	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/15/2012	\$0.00
JB HUNT TRANSPORTATION	ACCOUNTS PAYABLE 615 JB HUNT CORPORATE DRIVE LOWELL, AR 72745	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/25/2011	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
JDA SOFTWARE INC.	14400 N. 87TH STREET SCOTTSDALE, AZ 85260-3649	Software License Agreement and Product Addendum, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 09/23/2003	\$0.00
JOHN BEAN TECHNOLOGIES CORPORATION	MARK WENINGER 400 HIGHPOINT DRIVE, CHALFONT, PA 18914	Mutual Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/24/2010	\$0.00
JOHNS MANVILLE	ROBERT D. TOUSLEE 10100 WEST UTE AVENUE LITTLETON, CO 80127	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/28/2012	\$0.00
JOHNSON CONTROLS BATTERY GROUP, INC.	5757 NORTH GREEN BAY AVENUE MILWAUKEE, WI 53209	Settlement Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/6/2013	\$0.00
JOHNSON CONTROLS BATTERY GROUP, INC.	TERRY E. WASSOW 5757 N. GREEN BAY AVE. MILWAUKEE, WI 53209	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/13/2007	\$0.00
K&A ASSOCIATES, LLC	4827 PARTRIDGE DR READING, PA 19606	Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/31/2011	\$0.00
KAHN MECHANICAL CONTRACTORS	ANN R. KAHN 2787 IRVING BOULEVARD DALLAS, TX 75207	Kahn Inspection and Preventative Maintenance Service for 9500 Royal Lane, 150, Irving, TX., and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/02/2012	\$1,010.00
KANSAS CITY SOUTHERN RAILWAY	DAVID BIRD 4601 BLANCHARD ROAD SHREVEPORT, LA 71107-5799	Battery Pricing Agreement proposal, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 09/01/2012	\$0.00
KANSAS DEPARTMENT OF COMMERCE	WORKFORCE SERVICES DIVISION PERFORMANCE TRAINING SERVICES 1000 SW JACKSON STE 100 TOPEKA, KS 66612	Kansas Industrial Training Agreement - KIT #13-13, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/26/2012	\$0.00
KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT	ATTN GRANT A HARSE 1000 SW JACKSON, STE 560 TOPEKA, KS 66612	Voluntary Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/16/2010	\$0.00
KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT	ATTN GRANT A HARSE 1000 SW JACKSON. STE 560 TOPEKA, KS 66612	Voluntary Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/21/2011	\$0.00
KAROTECH, INC.	RAYMOND KAIRAWICZ 3 MORSE ROAD UNITS 3C, 3D OXFORD, CT 06478	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/11/2009	\$0.00
KELLY SERVICES CORPORATION	OFFICE OF THE GENERAL COUNSEL 999 WEST BIG BEAVER TROY, MI 48084	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/16/2009	\$0.00
KENRICH PETROCHEMICALS, INC.	SALVATORE J. MONTE, PRESIDENT PO BOX 32 140 EAST 22ND STREET BAYONNE, NJ 07002	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/22/2009	\$0.00
KEPROS BATTERY CONSULTING, LTD.	MICHAEL KEPROS 703 THIRD STREET EAST CRESCO, IA 52136-1125	Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/29/2011	\$0.00
KIMBERLY-CLARK CORPORATION	DEPT. INT P.O. BOX 2020 NEENAH, WI 54957-2020	Confidential Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/23/2010	\$0.00
KINDERSLEY TRANSPORT LTD.	PRICING MANAGER 2411 WENTZ AVE SASKATOON, SK S7K 3V6 CANADA	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/02/2012	\$0.00
KIRCHNER BROS. PEST CONTROL	JIM FISH 2635 COLUMBIA AVE LANCASTER, PA 17603	Independent Contractor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/04/2012	\$103.88
KMX INTERNATIONAL	2ND AND GRAND STREETS HAMBURG, PA 19526	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/05/2012	\$0.00
KNIGHT TRANSPORTATION SERVICES, INC.,	CONTRACT ADMINISTRATION 5601 WEST BUCKEYE ROAD PHOENIX, AZ 85043	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/31/2011	\$0.00
KOCH NATIONALELEASE	4200 DAHLBERG DRIVE MINNEAPOLIS, MN 55422	NationaLease Vehicle Lease and Service Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/16/2006	\$12,625.48
KOREA STORAGE BATTERY LTD.	3-15, YANGJAE-DONG. SEOCHO-KU SEOUL, KOREA, REPUBLIC OF	Indemnity Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/06/1999	\$0.00
KPMG LLP	303 PEACHTREE STREET, N.E. SUITE 2000 ATLANTA, GA 30308-3210	Engagement Letter, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/09/2012	\$0.00
KPMG LLP	303 PEACHTREE STREET, NE SUITE 2000 ATLANTA, GA 30308	Supplement to Engagement Letter, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/19/2012	\$0.00
KRAFT FOODS GLOBAL, INC.	ATTN: ME&S PROCUREMENT 3 LAKES DRIVE NORTHFIELD, IL 60093	Equipment Purchase Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/28/2008	\$0.00
KRAVIT, HOVEL & KRAWCZYK S.C.	825 NORTH JEFFERSON MILWAUKEE, WI 53202	Engagement Letter, and any related amendments, modifications, renewals, and extensions thereto	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
KROLL ONTRACK	SCOTT WALES 9023 COLUMBINE ROAD EDEN PRAIRIE, MN 55347	Software License Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/16/2010	\$2,483.59
KUEHNE NAGEL	245 SOUTHFIELD PKWY FOREST PARK, GA 30297	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/12/2012	\$0.00
KURT SALMON ASSOCIATES	MIKE GREGORY 1355 PEACHTREE ST NE, SUITE 900 ATLANTA, GA 30309	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/10/2008	\$0.00
LANDSTAR RANGER, INC.	V.P., SALES ADMINISTRATION 13410 SUTTON PARK DR. SO. JACKSONVILLE, FL 32224	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/15/2012	\$0.00
LANS A INC.	3010 HIGHLAND PARKWAY, SUITE 275 DOWNERS GROVE, IL 60515	Software License Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/10/2008	\$0.00
LANTRONIX, INC.	167 TECHNOLOGY DRIVE IRVINE, CA 92618	Copy Right Release, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 09/02/2010	\$0.00
LARWAY TRANSPORTATION	STUART POUND 85 ELLIS DRIVE, BARRIE, ON L4N 8Z3 CANADA	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/02/2012	\$0.00
LAUREN ENGINEERS & CONSTRUCTORS, INC.	901 SOUTH FIRST STREET ABILENE, TX 79602	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/31/2012	\$0.00
LAZARD FRERES & CO. LLC	190 S. LASALLE STREET 31ST FLOOR CHICAGO, IL 60603	Engagement Letter, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
LEGAL SYSTEMS HOLDING COMPANY DBA SERENGETI LAW	P.O. BOX 6292 CAROL STREAM, IL 60197 6292	Serengeti Tracker Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/15/2003	\$3,618.41
LEGGETTE, BRASHEARS & GRAHAM, INC.	405E. 19TH AVENUE, SUITE A2 NORTH KANSAS CITY, MO 64116	Independent Contractor Agreement and Proposal for Groundwater Consulting Services, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/06/2011	\$20,360.50
LEOCH BATTERY CORPORATION	MICHAEL O'MALLEY INDUSTRIAL PARK, JINHU JIANGSU, 21 1600 CHINA	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/13/2013	\$0.00
LEOCH INTERNATIONAL TECHNOLOGY LIMITED	OFFICE OF THE BOARD UNIT 10, 39UT FLOOR, CABLE TV TOWER, NO.9 HOI SHING ROAD, TSUEN WAN, N.T. HONG KONG, CHINA	Mutual Confidentiality, Non-Disclosure and Exclusivity Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/19/2013	\$0.00
LEOCH INTERNATIONAL TECHNOLOGY LIMITED	OFFICE OF THE BOARD UNIT 10, 39UT FLOOR, CABLE TV TOWER, NO.9 HOI SHING ROAD, TSUEN WAN, N.T., HK CHINA	Settlement Agreement and Release, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/29/2011	\$0.00
LESTER ELECTRICAL	PRESIDENT 625 WEST A STREET LINCOLN, NE 68522-1794	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/06/2010	\$0.00
LEWCOTT CORPORATION	CHIEF FINANCIAL OFFICER 86 PROVIDENCE ROAD MILLBURY, MA 01527	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/21/2010	\$0.00
LEXISNEXIS, A DIVISION OF REED ELSEVIER LNC,	9443 SPRINGBORO PIKE DAYTON, OH 45342	Fixed Price Amendment of the Subscription Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/21/2013	\$5,281.00
LIGNOTECH USA, INC	TIM MCNALLY 100 GRAND AVE ROTHSCHILD, WI 54474	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/20/2010	\$0.00
LILY NATIONAL LEASE	145 ROSEMARY STREET NEEDHAM, MA 02494	National Lease Vehicle Lease and Service Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/15/2006	\$0.00
LINEAGE POWER CORPORATION	601 SHILOH ROAD PLANO, TX 75074	Mutual Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/06/2011	\$0.00
LONG ISLAND FIXED GROUP, LLC	LONG ISLAND FIXED GROUP, LLC 575 UNDERHILL BOULEVARD, SUITE 125 SYOSSET, NY 11791	Lease Agreement with respect to property located at 80 13th Avenue, Ronkonkoma, NY 11779, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 02/01/2005	\$0.00
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT	DEPARTMENT OF PUBLIC WORKS P.O. BOX 1460 ALHAMBRA, CA 91802-1460	Rental Agreement and Acknowledgment Form, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/04/2009	\$0.00
LP GAS INDUSTRIAL EQUIPMENT	574 INDUSTRIAL WAY E MACON, GA 31217-4744	Maintenance Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/14/2013	\$0.00
LUCENT TECHNOLOGIES INC.	CHERYL C. HODGE 600-700 MOUNTAIN AVENUE MURRAY HILL, NJ 07974	Master Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/27/2008	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
LUCENT TECHNOLOGIES, INC.	CORPORATE COUNSEL, LAW DIVISION 600 MOUNTAIN AVE. MURRAY HILL, NJ 07974	Purchase Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/18/2003	\$0.00
MAAN SHYANG BATTERY ENTERPRISE CO., LTD.	156-1 FUH AN VILLAGE, AH LIEN, HSIANG, KAOHSIUNG HSIEN, TAIWAN, PROVINCE OF CHINA	Indemnity Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/27/2001	\$0.00
MAC ENGINEERING & EQUIPMENT CO., INC.	ATTN: MIKE TOLE 2775 MEADOWBROOK ROAD BENTON HARBOR, MI 49022	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/23/2009	\$0.00
MAC ENGINEERING & EQUIPMENT CO., INC.	MIKE TOLE 2775 MEADOWBROOK ROAD BENTON HARBOR, MI 49022	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/12/2009	\$0.00
MAGICDUST TELEVISION, LLC	BETH REYNOLDS, PARTNER 9633 SOUTH 48TH STREET PHOENIX, AZ 85044	NASCAR Angels Sponsor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/26/2009	\$0.00
MALIKAYIL, LOOKOSE C.	5 CATHEDRAL COURT JOHNSON CITY, TN 37601	Relocation and Repayment Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/11/2012	\$0.00
MANAGEMENT COMMUNICATION SYSTEMS, INC.	PETER W. LILIENTHAL 3100 WEST LAKE STREET SUITE 430 MINNEAPOLIS, MN 55416	In Touch Service Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/04/2007	\$0.00
MANTARO NETWORKS INC.	JEREMY PARSONS 20410 CENTURY BLVD. SUITE 120 GERMANTOWN, MD 20874	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/26/2012	\$0.00
MANUGISTICS, INC.	9715 KEY WEST AVENUE ROCKVILLE, MD 20850	Amendment to Software License agreement and addendum, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/10/2003	\$0.00
MANUGISTICS, INC.	9715 KEY WEST AVENUE ROCKVILLE, MD 20850	Product Addendum to Software License Agreement; Flexsafe Escrow Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/23/2003	\$0.00
MANUGISTICS, INC.	CONTRACTS DEPARTMENT 9715 KEY WEST AVENUE ROCKVILLE, MD 20850	Software License Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/23/2003	\$0.00
MARATHON POWER TECHNOLOGIES COMPANY	MR. AL RODRIQUEZ 8301 IMPERIAL DRIVE WACO, TX 76712	Trademark Coexistence Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 07/12/2001	\$0.00
MARATHONNORCO AEROSPACE	ATTN: JACK STIFFLER 8301 IMPERIAL DRIVE WACO, TX 76712	Trademark Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/15/2013	\$0.00
MARATHONNORCO AEROSPACE, INC.	MR. AL RODRIQUEZ 8301 IMPERIAL DRIVE WACO, TX 76712	Trademark Coexistence Agreement Amendment, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/21/2006	\$0.00
MARRS FARMS TRUCKING	26102 HOLT 250 FOREST CITY, MO 64451	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/02/2012	\$0.00
MARSHALL POWER AUSTRALIA PTY LTD	BENIGNO BERNARDO LEVEL 10 1 MARGARET STREET SYDNEY NSW, 2000 AUSTRALIA	Trademark Acquisition and License Deed, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
MARSHALL POWER AUSTRALIA PTY LTD	LEVEL 10 1 MARGARET STREET SYDNEY NSW, 2000 AUSTRALIA	Trademark Assignment Deed, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
MARSHALL POWER AUSTRALIA PTY LTD	MR. BENIGNO BERNARDO LEVEL 10 12 MARGARET STREET SYDNEY, NSW, 2000 AUSTRALIA	Patent License Deed, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
MARSHALL POWER LIMITED	MINTER ELLISON RUDD WATTS LEVEL 20 LUMLEY CENTRE 88 SHORTHAD STREET AUCKLAND, 1010 NEW ZEALAND	Trademark Assignment Deed, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
MAXWELL TECHNOLOGIES, INC.	KEVIN S. ROYAL, CFO 5271 VIEWRIDGE DR., SUITE 100 SAN DIEGO, CA 92123	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/21/2012	\$0.00
MAYFAIR ASSOCIATES, LLC	ATTN: JAMES H. SHANE 20 ROWES WHARF, SUITE #305 BOSTON, MA 02110	Lease Agreement with respect to property located at 196 Vanderbilt Ave., Norwood, MA, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/28/2005	\$0.00
MAYVILLE ENGINEERING CO.	SALES MANAGER 715 SOUTH ST MAYVILLE, WI 53050	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/07/2012	\$0.00
MAYZO CORPORATION	6577 PEACHTREE INDUSTRIAL BLVD NORCROSS, GA 30092-3757	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/27/2009	\$0.00
MCLANE COMPANY INC.	DOUG LANSFORD, CORPORATE PURCHASING MANAGER 4747 MCLANE PARKWAY TEMPLE, TX 76503-6115	National Account Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/20/2011	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
MCERMAMMY-NAFZIGER & ASSOCIATES, INC.	JOHN A. MCMELANMNY 910 MOUNTAIN INDUSTRIAL DRIVE MARIETTA, GA 30060	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/25/2010	\$0.00
MDC RIDER TRAIL, LLC.	ATTN: KARA VILLHARD, DIR. OF OPER. 7711 BONHOMME AVE. SUITE 310 ST. LOUIS, MO 63105	Lease Agreement with respect to property located at 13738 Rider Trail, Earth City, MO 63045, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/03/1991	\$0.00
MECH-CHEM ASSOCIATES, INC.	RALPH W. COOK 144 MAIN STREET NORFOLK, MA 02056	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/12/2010	\$0.00
MECONDOR LLC	F. WALLS 375 TIERNEY WAY WINCHESTER, KY 40391	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/28/2007	\$0.00
MELANE COMPANY INC.	DOUG LANSFORD 4747 MELANE PARKWAY TEMPLE, TX 76503-6115	National Account Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/30/2007	\$0.00
MELANE COMPANY INC.	DOUG LANSFORD 4747 MELANE PARKWAY TEMPLE, TX 76503-6115	National Account Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/02/2005	\$0.00
MELLON BANK N.A	ONE WALL STREET NEW YORK, NY 10286	Defined Benefit Master Trust Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/13/1996	\$0.00
MENARD, INC.	5101 MENARD DR EAU CLAIRE, WI 54703	Battery Purchase & Service, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/01/2011	\$0.00
MERITEX PROPERTIES, LLC	SDS 12-2106 PO BOX 86 MINNEAPOLIS, MN 55486-2106	Lease Agreement with respect to property located at 861 Taylor Road, Gahanna, OH, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/30/2004	\$0.00
MERRILL COMMUNICATIONS LLC	JAMES P. MOORE ONE MERRILL CIRCLE ST. PAUL, MN 55108	Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 06/10/2008	\$0.00
METALCRAFT OF MAYVILLE, INC.	DANIEL NISSEN 1000 METALCRAFT DR MAYVILLE, WI 53050	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/07/2012	\$0.00
MG METROLOGY SERVICES INC.	MUNTHUR GULIANA 11328 BOGIE LAKE RD WHITE LAKE, MI 48386	Independent Contractor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 02/10/2012	\$2,644.70
MH EQUIPMENT	FRED METZGER 95 EXECUTIVE PKWY STE 200 HUDSON, OH 44236	Customer Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/23/2013	\$0.00
MICHIGAN STATE UNIVERSITY	MICHAEL R. POTERALA, EXECUTIVE DIRECTOR MSU TECHNOLOGIES 325 EAST GRAND RIVER, SUITE 350 EAST LANSING, MI 48823	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/12/2010	\$0.00
MICREL INCORPORATED	GENERAL COUNSEL 2180 FORTUNE DRIVE SAN JOSE, CA 95131	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/20/2010	\$0.00
MICROSOFT LICENSING, GP	MESFIN FELLEKE DEPT 551, VOLUME LICENSING 6100 NEIL ROAD, SUITE 210 RENO, NV 89511-1137	Microsoft Volume Licensing Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/15/2012	\$0.00
MICROSOFT LICENSING, GP	MESFIN FELLEKE DEPT. 551, VOLUME LICENSING 6100 NELL ROAD, SUITE 210 RENO, NV 89511-1137	Software Volume Licensing, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/25/2011	\$0.00
MID-AMERICA PRECISION PRODUCTS, LLC	RANDY LEPPLE 1927 W 4TH ST JOPLIN, MO 64801	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/04/2012	\$0.00
MIDTRONICS, INC.	7000 MONROE EREET WILLOWBROOK, IL 60521	Assignment of Patents and Patent Applications, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/05/2001	\$0.00
MIDTRONICS, INC.	7000 MONROE STREET WILLOWBROOK, IL 60521	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/02/2009	\$0.00
MIDTRONICS, INC.	7000 MONROE STREET WILLOWBROOK, IL 60521	Trademark Assignment, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/05/2001	\$0.00
MIKE ALLEN		Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/22/2013	\$0.00
MILLER TRUCKING	105 NORTH 8TH AVENUE PO BOX 665 STROUD, OK 74079	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/15/2012	\$0.00
MINITAB, INC.	QUALITY PLAZA 1829 PINE HALL ROAD STATE COLLEGE, PA 16801	License agreement, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
MINITAB, INC.	QUALITY PLAZA 1829 PINE HALL ROAD STATE COLLEGE, PA 16801	Software License Agreement, and any related amendments, modifications, renewals, and extensions thereto	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
MISSIONARY SISTERS OF THE MOST SACRED HEART OF JESUS, INC.	ATTN: SISTER LORRAINE MOLCHANOW 2811 MOYERS LN READING, PA 19605	Ground Lease and Amendments for Land bordering the Gethsemane Cemetery, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 03/01/2012	\$0.00
MITSUBISHI CATERPILLAR FORKLIFT AMERICA INC.	2121 W. SAM HOUSTON PARKWAY N HOUSTON, TX 77043	Statement of Intention of the Parties, General Terms and Conditions of Purchase Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/09/2008	\$0.00
MITSUBISHI CATERPILLAR FORKLIFT AMERICA INC.	OFFICE OF THE GENERAL COUNSEL 2121 W SAM HOUSTON PKWY N HOUSTON, TX 77043	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/01/2010	\$0.00
MIYACHI UNITEK CORPORATION	JACK D. LANTZ 1820 S. MYRTLE AVENUE MONROVIA, CA 91016	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/09/2009	\$0.00
MOHR PARTNERS, INC.	ATTN: MR. TED A. FREDRICKS, PRESIDENT 14643 DALLAS PARKWAY, SUITE 1000 DALLAS, TX 75254	Settlement Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/26/2013	\$0.00
MOMATT, S.A. DE C.V.	ING. GERMAN CAMPOS PABLO R. SIDAR NO. II-A (MOCTEZUMA) MEXICO, D.F., C.P. 15530 MEXICO	Purchase and Sales Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 06/01/1993	\$0.00
MONITOR COMPANY GROUP LIMITED PARTNERSHIP	TWO CANAL PARK CAMBRIDGE, MA 02141	Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 07/22/2010	\$0.00
MOPAR CANADA CORP.	CAMERON LEWIS 3000 TEMPLE DR. WINDSOR, ON N8W 5H9 CANADA	Proposed Terms and Conditions, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 01/05/2009	\$0.00
MORENG METAL PRODUCTS, INC.	JAMES MORENY 100 W END RD P. O. BOX 185 TOTOWA, NJ 07512	Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/01/2011	\$0.00
MORGAN WOOD PRODUCTS	ATTN: LUKE RAINSTETLE PO BOX 177 POWELL, OH 43065	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/05/2013	\$0.00
MORRIS TRUCKING	RANDY MORRISON P.O.BOX 171 215 RAILSIDE DRIVE ALBURNETT, IA 52202	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/15/2012	\$0.00
MOTOR APPLIANCE CORPORATION	EVAN BALLMAN 601 INTERNATIONAL AVENUE WASHINGTON, MO 63090 PRESIDENT & CEO	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/02/2012	\$0.00
MOUNTAIN POWER INC.	101A-1546 DERWENT WAY DELTA, BC V3M 6M4 CANADA	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/23/2008	\$0.00
MOUNTAIN STATES AUTOMATION, INC.	MARTYN SUTTON, PRESIDENT 2740 S. VALLEJO ST. ENGLEWOOD, CO 80110 CANADA	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/01/2009	\$0.00
MPT GROUP LLC	LAWRENCE G. EAGAN 115 SILVER FALLS DRIVE APOLLO BEACH, FL 33572	Amended Consulting and Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/01/2013	\$0.00
MSLI, GP	MICROSOFT CORPORATION, LAW AND CORPORATE AFFAIRS VOLUME LICENSING ATTORNEY ONE MICROSOFT WAY REDMOND, WA 98052	Microsoft Business Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/22/2000	\$0.00
MSLI, GP	MICROSOFT CORPORATION, LAW AND CORPORATE AFFAIRS VOLUME LICENSING ATTORNEY ONE MICROSOFT WAY REDMOND, WA 98052	Microsoft Enterprise Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/22/2000	\$0.00
MSR CUSTOMERS CORPORATION	CHARLES NEWTON, VICE PRESIDENT 1 PEACE BRIDGE PLAZA BUFFALO, NY 14213	Subscription Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/11/2006	\$0.00
MSR CUSTOMERS CORPORATION	CHARLES NEWTON, VICE PRESIDENT 1 PEACE BRIDGE PLAZA BUFFALO, NY 14213	Subscription Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/17/2007	\$24,913.37
MSR CUSTOMERS CORPORATION	RASIV MANUCHA, PRESIDENT 1 PEACE BRIDGE PLAZA BUFFALO, NY 14213	Subscription Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/18/2005	\$0.00
MSS INDIA PRIVATE LIMITED	THE OFFICE OF THE OPERATIONS DIRECTOR UNIT H8 MIDC AMBAD NASIK 422 010, INDIA	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/05/2012	\$0.00
MUHLENBERG TOWNSHIP	ATTN: TOWNSHIP SOLICITOR 5401 LEESPORT AVENUE TEMPLE, PA 19560	Sale of Land, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/01/2011	\$0.00
MULLER HARPER INC.	W.V. SCOTT, PRESIDENT PO BOX 15518 PITTSBURGH, PA 15244	Manufacturer's Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 07/01/1990	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
MWA PACKAGING	ATTN: ALLAN WASSERMAN 3921 CRESTWOOD DR NORTHBROOK, IL 60062	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/05/2013	\$0.00
NACCO MATERIALS HANDLING GROUP, INC.	JASON LIVINGSTONE 4000 NE. BLUE LAKE ROAD FAIRVIEW, OR 97024	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 10/18/2012	\$0.00
NANO TERRA INC.	ERIC L. KELLER 790 MEMORIAL DRIVE CAMBRIDGE, MA 02139	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/17/2007	\$0.00
NATIONAL FREIGHT, INC	PRICING DEPARTMENT 1515 BURNT MILL ROAD CHERRY HILL, NJ 08003	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/25/2011	\$0.00
NATIONAL PRONTO ASSOCIATION	MIKE MOHLER DIRECTOR OF PRODUCT MANAGEMENT 204 N. DOOLEY ST. GRAPEVINE, TX 76051	Exclusive Battery Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/13/2012	\$0.00
NATIONAL RAILROAD PASSENGER CORPORATION	JIM CLARY 30TH STREET STATION 2955 MARKET STREET, 5TH FLOOR SOUTH, MAILBOX #55-088 PHILADELPHIA, PA 19104	Supplies Contract, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/28/2013	\$0.00
NATIONAL RAILWAY EQUIPMENT COMPANY	MIKE ZERAFI 14400 SOUTH ROBEY ST. DIXMOOR, IL 60426	Proposal for 1 year pricing agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/24/2012	\$0.00
NATIONAL TRUCK LEASING SYSTEM	2651 WARRENVILLE ROAD, SUITE 560 DOWNERS GROVE, IL 60515	Master Vehicle Lease and Service Agreement with Amendment, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/16/2006	\$0.00
NATIONAL UTILITY SERVICE, INC.	RICHARD SOULTANIAN 1 MAYNARD DR PARK RIDGE, NJ 07656	Energy Management Services, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/18/2012	\$0.00
NAVAL SURFACE WARFARE CENTER CRANE DIV	C. OWEN 300 HIGHWAY 361, BLDG 2035 CRANE, IN 47522	Government Contract #N00164-13-D-GS27, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/22/2013	\$0.00
NAVAL SURFACE WARFARE CENTER CRANE DIV	ELLEN M. MCDANIEL 300 HIGHWAY 351, BLDG 3287E CRANE, IN 47522-5001	Government Contract #N00164-11-C-GS76, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/01/2011	\$0.00
NAVAL SURFACE WARFARE CENTER CRANE DIV	R COLVIN 300 HIGHWAY 361, BLDG 3287E CRANE, IN 47522-5001	Government Contract # N00164-10-C-GS68, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/27/2010	\$0.00
NAVISTAR, INC.	MANAGER PROCUREMENT 2701 NAVISTAR DRIVE LISLE, IL 60532	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/04/2013	\$0.00
NAVISTAR, INC.	SUPPLY MANAGER AND PRODUCT MANAGER 2701 NAVISTAR DR LISLE, IL 60532-3637	Rebate Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/14/2010	\$0.00
NAVISTAR, INC.	SUPPLY MANAGER AND PRODUCT MANAGER 4201 WINFILED ROAD WARRENVILLE, IL 60555	Price Adjustments & Long-Term Supply, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/18/2011	\$0.00
NEENAH PAPER, INC	MELANIE K. CALKINS 3460 PRESTON RIDGE ROAD, SUITE 600 ALPHARETTA, GA 30005	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/27/2010	\$0.00
NETAPP, LNC.	ADAM HOFELER 780 JOHNSON FERRY RD NE, SUITE 100 ATLANTA, GA 30342	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/22/2010	\$0.00
NEUTRON LLP	P.G. BOWENS DELTA HOUSE FIRCROFT WAG EDENBRIDGE, TN21 9RA UNITED KINGDOM	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/10/2012	\$0.00
NEW BEVERLY REALTY, LLP	101 EAST MAIN STREET LITTLE FALLS, NJ 07424	Lease Agreement with respect to property located at 430 Hayden Station Road, Windsor, CT, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/27/2011	\$0.00
NIPPON SHEET GLASS CO., LTD.	LEGAL SUMITOMO FUDOSAN MITA TWIN BLDG. WEST WING 3-5-27, MITA, MINATO-KU TOKYO, 108-6321 JAPAN	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/31/2012	\$0.00
NL INDUSTRIES, INC.	ATTN: GENERAL COUNSEL 5430 LBJ FREEWAY SUITE 1700 DALLAS, TX 75240-2697	Settlement Agreement and Mutual Release, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/31/1998	\$0.00
NMHG FINANCIAL SERVICES, INC.	10 RIVERVIEW DRIVE DANBURY, CT 06810	Amendment to Equipment Schedule No. 4315866-022, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/01/2012	\$0.00
NMHG FINANCIAL SERVICES, INC.	10 RIVERVIEW DRIVE DANBURY, CT 06810	Equipment Schedule/Purchase Option to Lease Agreement - Schedule No. 8685262002, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 02/28/2012	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
NMHG FINANCIAL SERVICES, INC.	10 RIVERVIEW DRIVE DANBURY, CT 06810	Equipment Schedule/Purchase Option to Lease Agreement - Schedule No. 8685262004, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 03/23/2012	\$0.00
NMHG FINANCIAL SERVICES, INC.	10 RIVERVIEW DRIVE DANBURY, CT 06810	Terms and Conditions - Amendment to Lease, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/27/2011	\$0.00
NMHG FINANCIAL SERVICES, INC.	10 RIVERVIEW DRIVE DANBURY, CT 06810	Terms and Conditions - Lease No. 8685262, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 12/27/2011	\$0.00
NMHG FINANCIAL SERVICES, INC.	HEDY SHARP 10 RIVERVIEW DRIVE DANBURY, CT 06810	Equipment Lease, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/23/2012	\$0.00
NOKIA SIEMENS NETWORKS US LLC	JOHN ESPINOSA 6000 CONNECTION DRIVE MAIL DROP 4C-1580 IRVING, TX 75039	Mutual Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/05/2011	\$0.00
NORFALCO INC.	PAUL SHAW 6000 LOMBARDO CENTER THE GENESIS BLDG, SUITE 650 SEVEN HILLS, OH 44131	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/14/2013	\$0.00
NORFOLK SOUTHERN RAILWAY COMPANY	DON ALDRIDGE, MANAGER PURCHASING 110 FRANKLIN ROAD S.E. BOX 72 ROANOKE, VA 24042-0072	Purchase and Sales Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/20/2010	\$0.00
NORFOLK SOUTHERN RAILWAY COMPANY	DON ALDRIDGE, MANAGER PURCHASING 110 FRANKLIN ROAD S.E. BOX 72 ROANOKE, VA 24042-0072	Purchase and Sales Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 05/01/2010	\$0.00
NORFOLK SOUTHERN RAILWAY COMPANY	TIFFANY S. NAPIER MATERIAL MANAGEMENT DEPARTMENT 110 FRANKLIN ROAD S. E. BOX 72 ROANOKE, VA 24042-0072	Purchase and Sales Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 05/01/2010	\$0.00
NORTHEAST IOWA COMMUNITY COLLEGE	1625 HIGHWAY 150 PO BOX 400 CALMAR, IA 52132-0400	Industrial New Jobs Training Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 05/21/2012	\$125.00
NORTHEAST TWENTY SEVEN, LLC	ATTN: RODGER G. FINKE 620 - 12TH AVE. SOUTH HOPKINS, MN 55343	Lease Agreement with respect to property located at 113 - 27th Avenue NE, Minneapolis, MN, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 04/01/2013	\$0.00
NORTHPOINT INNOVATIVE SOLUTIONS, LLC.	PAUL DISMER 850 BRIARS BEND ALPHARETTA, GA 30004	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/30/2011	\$0.00
NORTHSHORE INDUSTRIAL SERVICES, INC	GLENN HOOVER 19435 ESTERBROOK ROAD PONCHATOULA, LA 7454	Manufacturer's Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/01/2004	\$0.00
NORTHSTAR BATTERY COMPANY LLC	PRESIDENT 4000 E CONTINENTAL WAY SPRINGFIELD, MO 65803	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/07/2010	\$0.00
NORTHSTAR BATTERY COMPANY, LLC	JERRY HOFFMAN, PRESIDENT 4000 CONTINENTAL WAY SPRINGFIELD, MO 65803	Purchase Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/28/2011	\$0.00
NPC SERVICES, INC.	2401 BROOKLAWN DR BATON ROUGE, LA 70807	Transfer of USACE Permit, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/31/2011	\$0.00
NPC SERVICES, INC.	ATTN: WILLIAM C. DAWSON 2401 BROOKLAWN DR BATON ROUGE, LA 70808	Pipe Line License Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/31/2011	\$0.00
NPC SERVICES, INC.	ATTN: WILLIAM C. DAWSON 2401 BROOKLAWN DRIVE BATON ROUGE, LA 70808	Pipeline transfer, Bill of Sale, and right of first refusal, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/31/2011	\$0.00
NPC SERVICES, INC.	ATTN: WILLIAM C. DAWSON 2401 BROOKLAWN DRIVE BATON ROUGE, LA 70808	Right of Way and Easement Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/31/2011	\$0.00
NUCLEAR LOGISTICS INCORPORATED	ATTN: ARON SEIKEN 500 MAIN STREET, SUITE 301 FORT WORTH, TX 76102	Master Purchase Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/08/1991	\$0.00
NUCLEAR LOGISTICS INCORPORATED (NLI)	500 MAIN STREET SUITE 301 FORT WORTH, TX 76102	Purchase Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/08/1991	\$0.00
OBVIENT STRATEGIES, INC.	RAYMOND H. KASTEN 2000 FIRST DRIVE, SUITE 110 MARIETTA, GA 30062	Master Software license/Service Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/13/2003	\$0.00
OCEAN POWER TECHNOLOGIES, INC.	CHIEF FINANCIAL OFFICER 1590 REED ROAD PENNINGTON, NJ 08534	Confidential Information, Inventions and Trade Secrets Mutual Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/06/2010	\$0.00
OCEAN WORLD LINES, INC.	GENERAL COUNSEL 11231 PHILLIPS INDUSTRIAL BLVD, SUITE 200, BUILDING #1 JACKSONVILLE, FL 32256	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/12/2012	\$0.00
OCTECH	JOHN (NOT LEGIBLE) 7 MARJORIE DRIVE SARATOGA SPRINGS, NY 12866	Manufacturer's Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 05/15/2009	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
OLYMPIC FOREST PRODUCTS COMPANY	ATTN: GARY SINDELAR 2200 CARNEGIE AVENUE CLEVELAND, OH 44115	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/05/2013	\$0.00
OM IMPIANTI S.R.L.	ATTN: JACOPO MAGGIONI VIA I MAGGIO 19 20872 CORNATE D'ADDA (MB), ITALY	Mutual Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/13/2012	\$0.00
OMNI OXIDE L.L.C.	STEVE RAU 5929 LAKESIDE BLVD INDIANAPOLIS, IN 46278	Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 03/25/2013	\$0.00
OMNITECH AUTOMATION INC.	316 WOOD ST EMMAUS, PA 18049-3932	Independent Contractor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 05/31/2012	\$0.00
ONE BRO INVESTMENTS LLC	ATTN: EDWARD WANANADI, CHAIRMAN ONE CONWAY PARK 100 N. FIELD DRIVE, SUITE 355 LAKE FOREST, IL 60045	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/17/2008	\$0.00
ONLINE POWER, INC.	5940 TRIUMPH ST COMMERCE, CA 90040-1610	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/11/2011	\$0.00
ON-POINT GROUP	MANAGING PRINCIPAL P.O. BOX 369 WINDSOR, SC 29386	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 03/01/2013	\$0.00
ORBITAL ENGINE COMPANY (AUSTRALIA) PTY. LIMITED	TOM P. BASKOVICH, DIRECTOR OF PATENTS & LICENSING 1 WHIPPLE STREET BALCATTIA 6021 WESTERN AUSTRALIA, AUSTRALIA	Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/19/2002	\$0.00
OUTSOURCE PARTNERS INTERNATIONAL, INC	ATTENTION: GENERAL COUNSEL 280 PARK AVENUE, 38TH FLOOR NEW YORK, NY 10017	Master Services Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/13/2009	\$0.00
OUTSOURCE PARTNERS INTERNATIONAL, INC.	ATTENTION: GENERAL COUNSEL 280 PARK AVENUE, 38TH FLOOR NEW YORK, NY 10017	Statement of Work Number 1, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/06/2009	\$0.00
OUTSOURCE PARTNERS INTERNATIONAL, INC.	ATTENTION: GENERAL COUNSEL 280 PARK AVENUE, 38TH FLOOR NEW YORK, NY 10017	Statement of Work Number 2, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/06/2009	\$0.00
OWENS CORNING SALES, LLC	IP ADMIN 2790 COLUMBUS ROAD, RT 16 GRANVILLE, OH 43023	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/31/2012	\$0.00
PACCAR INC	ALELI R. HOWELL, DIRECTOR, AFTERMARKET PURCHASING 750 HAUSER WAY NORTH RENTON, WA 98055	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/14/2006	\$0.00
PACCAR INC	DIRECTOR OF PURCHASING 777 - 106TH AVE NE PO BOX 1518 98009 BELLEVUE, WA 98004	Customer Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/05/2011	\$0.00
PACCAR INC.	DAVID J. DANFORTH 750 HOUSER WAY NORTH RENTON, WA 98055	Long Term Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/22/2010	\$0.00
PACCAR INC.	DIRECTOR OF PURCHASING 777 - 106TH AVE NE PO BOX 1518 98009 BELLEVUE, WA 98004	Warranty, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/29/2010	\$0.00
PALLETONE, INC	ATTN: CASEY A. FLETCHER PO BOX 819 BARTON, FL 33830	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/05/2013	\$0.00
PARSONS COMMERCIAL TECHNOLOGY GROUP INC.	JEFFREY B. PARSONS 4701 HEDGEMORE DR CHARLOTTE, NC 28209	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/15/2010	\$0.00
PARTNERSHIP TRAVEL CONSULTING, LLC	ANDREW W. MENKES, CEO 301 N HARRISON ST STE 214 PRINCETON, NJ 08540	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/02/2011	\$0.00
PASTOR, BEHLING & WHEELER, LLC	ERIC PASTOR 2201 DOUBLE CREEK DR STE 4004 ROUND ROCK, TX 78664	Independent Contractor Agreement, and any related amendments, modifications, renewals, and extensions thereto	\$104,334.74
PASTOR, BEHLING & WHEELER, LLC	ERIC PASTOR 2201 DOUBLE CREEK DR, STE 4004 ROUND ROCK, TX 78664	Master Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/04/2012	\$0.00
PATHWAY DEVELOPMENT CORP.	8725 BAYHILL DRIVE GAINESVILLE, GA 30506	Consultant Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2004	\$0.00
PEARL MEYER & PARTNERS	SANFORD GODWIN ONE ALLIANCE CENTER 3500 LENOX RD, STE 1708 ATLANTA, GA 30326	Engagement Letter - Executive compensation consulting, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/19/2010	\$38,543.00
PEARL MEYER & PARTNERS	SANFORD GODWIN ONE ALLIANCE CENTER 3500 LENOX RD, STE 1708 ATLANTA, GA 30326	Executive Compensation Consulting - Engagement Letter, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/06/2011	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
PENOX GROUP	IAN KLEIN 173, DEUTZ-MÜLHEIMER STR. COLOGNE, 51063 GERMANY	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/12/2009	\$0.00
PENSKE TRUCK LEASING CO, L.P.	ROUTE 10, GREEN HILLS PO BOX 563 READING, PA 19603-0563	Master Lease Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/16/2003	\$205,000.00
PENSKE TRUCK LEASING CO., L.P.	ROUTE 10, GREEN HILLS PO BOX 563 READING, PA 19603-0563	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/19/2013	\$0.00
PENSKE TRUCK LEASING CO., LP	2675 MORGANTOWN ROAD READING, PA 19607	Vehicle Lease Service Agreement - Schedule A, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/09/2012	\$0.00
PENTA ENGINEERING CO. LLC	GARY L. GIFFORD 10123 CORPORATE SQUARE DR. ST LOUIS, MO 63132	Independent Contractor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/03/2012	\$0.00
PEOPLECLICK, INC.	DEBORAH M. HATCH 2 HANNOVER SQ FL 7 RALEIGH, NC 27601	Consulting Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/30/2009	\$5,523.86
PEOPLECLICK, INC. (PEOPLEFLUENT)	434 FAYETTEVILLE STREET, 9TH FLOOR RALEIGH, NC 27601	Consulting Services Order Form, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/16/2012	\$0.00
PILGRIM HILL CAPITAL LLC	NATHANIEL STORCH 415 MADISON AVE FL 13 NEW YORK, NY 10017	Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
PINNACLE LOGISTICS LLC	DEE DEE HOLDERBY PO BOX 180714 FORT SMITH, AR 72918	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/15/2012	\$0.00
PIT WORLDWIDE LOGISTICS	CHRIS CAPTINO 3505 NATURALLY FRESH BLVD, STE 360 ATLANTA, GA 30349	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/05/2013	\$0.00
PITTSBURGH GLASS WORKS, LLC	30 ISABELLA ST PITTSBURGH, PA 15212	Service Contract, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/15/2011	\$0.00
PITTSBURGH GLASS WORKS, LLC	ATTN: MARVIN RHOADES 30 ISABELLA ST., SUITE 500 PITTSBURGH, PA 15212	National Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/12/2010	\$0.00
PLANAR ENERGY, INC.	M. SCOTT FARIS 653 W MICHIGAN ST ORLANDO, FL 32805	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/13/2010	\$0.00
PLEXUS CORP.	55 JEWELERS PARK DR NEENAH, WI 54956	Mutual Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 11/17/2009	\$0.00
PLS LOGISTICS SERVICES	RYAN BOUSHELL 3120 UNIONVILLE RD BUILDING 110; SUITE 100 CRANBERRY TOWNSHIP, PA 16066	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/06/2013	\$0.00
POLYMER & ADDITIVE CONSULTING	BRUCE V. HEIN 4187 SUMMIT WAY MARIETTA, GA 30066	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/13/2009	\$0.00
POWER MACHINERY CENTER	ATTN: RICK POWER 3450 CAMINO AVENUE OXNARD, CA 93030	Purchase Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/16/2013	\$0.00
POWER MACHINERY CENTER	RICK POWER 3450 CAMINO AVE OXNARD, CA 93030	Customer Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/25/2012	\$0.00
POWER MACHINERY CENTER	RICK POWER 3450 CAMINO AVE OXNARD, CA 93030	Customer Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/07/2010	\$0.00
POWER PLUS PRODUCTS	2255 SALSCHIEDER GREEN BAY, WI 54313	Manufacturer's Representation Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/15/1999	\$0.00
POWER PRODUCTS PLUS, INC.	ATTN: AARON MAER 2255 SALSCHIEDER CT. GREEN BAY, WI 54313	Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/19/2013	\$0.00
POWER PRODUCTS, PLUS, INC.	AARON MAES 4010 VELD AVE GREEN BAY, WI 54313	Manufacturer's Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/01/2009	\$0.00
POWERGENIX	DAN SQUILLER 10109 CARROLL CANYON RD SAN DIEGO, CA 92131	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/26/2009	\$0.00
POWERLAB INC.	JAMES TUNNELL PO BOX 913 TERRELL, TX 75160	Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 03/27/2013	\$0.00
POWER-LIFT INC.	275 33RD AVENUE SOUTHWEST CEDAR RAPIDS, IA 52404	Master lease agreement - Equipment Schedule #2, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/18/2011	\$0.00
POWER-LIFT INC.	275 33RD AVENUE SOUTHWEST CEDAR RAPIDS, IA 52404	Master lease agreement - Equipment Schedule #3., and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/18/2011	\$359.89
POWER-LIFT, INC.	275 33RD AVENUE SOUTHWEST CEDAR RAPIDS, IA 52404	Master lease agreement - Equipment Schedule #4., and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/18/2011	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
POWER-LIFT, INC.	275 33RD AVENUE SOUTHWEST CEDAR RAPIDS, IA 52404	Master lease agreement - Equipment Schedule #5., and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/18/2011	\$0.00
POWER-LIFT, INC.	VERNA M. WATTERS 275 33RD AVENUE SOUTHWEST CEDAR RAPIDS, IA 52404	Equipment Lease No. 3 to Master Lease Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/18/2011	\$0.00
POWER-LIFT, INC.	VERNA M. WATTERS 275 33RD AVENUE SOUTHWEST CEDAR RAPIDS, IA 52404	Equipment Schedule No. 1 to Master Lease Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/18/2011	\$0.00
POWERLIGHT CORPORATION	NOEL BEAUCHAMP 2954 SAN PABLO AVE. BERKELEY, CA 94702	Co-Existence Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/08/2003	\$0.00
PPG INDUSTRIES, INC.	ASSOCIATE DIRECTOR OF R&D ONE PPG PLACE PITTSBURGH, PA 15272	Confidential Information/Sample Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/22/2010	\$0.00
PRAXAIR, INC.	ATTN: JAMES L. HOWELL, REGIONAL SALES DIRECTOR 39 OLD RIDGEBURY ROAD DANBURY, CT 06810	Product Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/07/1998	\$0.00
PRAXAIR, INC.	ATTN: TIM L. BAIRD 7000 HIGH GROVE BOULEVARD BURR RIDGE, IL 60527	Oxygen Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/29/2010	\$0.00
PRAXAIR, INC.	CONTRACT ADMINISTRATOR PO BOX 1986 39 OLD RIDGEBURY RD DANBURY, CT 06813-1986	Oxygen Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/27/1993	\$0.00
PRAXAIR, INC.	CONTRACT ADMINISTRATOR PO BOX 1986 39 OLD RIDGEBURY RD DANBURY, CT 06813-1986	Rider to Product Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/27/2009	\$0.00
PRAXAIR, INC.	CONTRACT ADMINISTRATOR PO BOX 1986 55 OLD RIDGEBURY RD DANBURY, CT 06813-1986	Product Supply Agreement and Rider, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/07/1998	\$0.00
PRAXAIR, INC.	CONTRACT ADMINISTRATOR PO BOX 1986 55 OLD RIDGEBURY RD DANBURY, CT 06813-1986	Rider to Product Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/20/2004	\$0.00
PRAXAIR, INC.	TIM L. BAIRD 7000 HIGH GROVE BLVD BURR RIDGE, IL 60527-7595	Amendment No. 1 to Oxygen Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/22/2010	\$102,885.31
PRECISION CABLE ASSEMBLIES	RICH HORKY 16830 PHEASANT DR BROOKFIELD, WI 53005	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/22/2009	\$0.00
PREMIUM POWER CORPORATION	87 CONCORD ST NORTH READING, MA 01864	Confidential Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 04/08/2011	\$0.00
PRINTED CIRCUITS CORP.	PRAVIN KAKADIYA 5295 WEBB PKWY NW LILBURN, GA 30047	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/03/2012	\$0.00
PROCESSING TECHNOLOGIES, INC.	DANA R. HANSON 417 STONE DR ST CHARLES, IL 60174	License Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/18/2000	\$0.00
PROCESSMAP CORPORATION	LEGAL 1301 INTERNATIONAL PKWY STE 160 SUNRISE, FL 33323	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/18/2013	\$0.00
PROCHEM	5100 ENTERPRISE DRIVE ELLISTON, VA 24087	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/10/2011	\$0.00
PROCOR INDUSTRIAL, INC.	ERIC KOLLOWSKI 119 EASTBEND CT STE 16 MOORESVILLE, NC 28117	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/19/2013	\$0.00
PROGRESSIVE ENVIRONMENTAL SERVICES INC. DBA SWS ENVIRONMENTAL SERVICES	SWS ENVIRONMENTAL SERVICES 600 GRAND PANAMA BLVD. SUITE 200 PANAMA CITY BEACH, FL 32407	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/09/2013	\$0.00
PROLOGIS	26277 SW 95TH AVENUE, SUITE 405 WILSONVILLE, OR 97070	Lease Agreement with respect to property located at 13802 NE Airport Way, Portland, OR 97230, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/01/2004	\$0.00
PROLOGIS SECOND U.S. PROPERTIES LP	PIER 1, BAY 1 ATTN: LEGAL DEPARTMENT SAN FRANCISCO, CA 94111	Lease Agreement with respect to property located at 14800 E. 35th Place; Aurora; CO 80011, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/04/2012	\$0.00
PRONORTH TRANSPORTATION	ISAAC KERR 348 BIRCH'S ROAD NORTH BAY, ON PIB 824 CANADA	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/02/2012	\$0.00
PROVECTOR LIMITED	MIKE KELAWAY 6 ST GEORGE'S TOWER HATLEY ST GEORGE SANDY, BEDFORDSHIRE SG19 3SH UNITED KINGDOM	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/06/2009	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
PULSE ENGINEERING, INC.	VICE PRESIDENT WORLDWIDE SALES 12220 WORLD TRADE DR SAN DIEGO, CA 92128	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/20/2010	\$0.00
PUROLATOR INC.	VICE-PRESIDENT, GENERAL COUNSEL AND CORPORATE SECRETARY 5995 AVEBURY ROAD, SUITE 100 MISSISSAUGA, ON L5R 3T8 CANADA	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 11/16/2012	\$0.00
QUALITY DELIVERY SERVICES	ROBERT D. FORBES 693 COUNTRY PLACE DR PEARL, MS 39208	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/15/2012	\$0.00
QUALITY POWER SERVICES, LLC	JOSEPH T. PFAU 100 PARKER DR PELHAM, AL 35124	Manufacturer's Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/30/2013	\$0.00
QUALITY POWER SERVICES, LLC	JOSEPH T. PFAU 100 PARKER DR PELHAM, AL 35124	Manufacturer's Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/06/2012	\$0.00
QWEST BUSINESS RESOURCES, INC.	700 W MINERAL AVE LITTLETON, CO 80120	Product Schedule, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/20/2006	\$0.00
QWEST BUSINESS RESOURCES, INC.	LEAD BUYER 700 W MINERAL AVE LITTLETON, CO 80120	Master Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/20/2006	\$0.00
QWEST COMMUNICATIONS CORPORATION	JESSE KREINBRINK 7800 E ORCHARD RD ENGLEWOOD, CO 80111	Customer Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/03/2000	\$0.00
QWEST COMMUNICATIONS CORPORATION	VICE-PRESIDENT LEGAL AFFAIRS DEPARTMENT, COMMERCIAL LAW 1801 CALIFORNIA ST, FL 38 DENVER, CO 80202	Utility Agreement - Telecommunications Services, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/10/2012	\$0.00
QWEST COMMUNICATIONS, INC.	JESSE KREINBRINK 7800 E ORCHARD RD ENGLEWOOD, CO 80111	Customer Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/12/2001	\$0.00
QWEST CORPORATION	LAW DEPARTMENT - PROCUREMENT. GENERAL COUNSEL 1801 CALIFORNIA ST. DENVER, CO 80202	Amendment No. PRA1233.1 to Original Agreement PRA1233.0 (of 10/1/06), and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/19/2009	\$0.00
QWEST CORPORATION	LAW DEPARTMENT - PROCUREMENT. GENERAL COUNSEL 1801 CALIFORNIA ST. DENVER, CO 80202	Amendment No. PRA1233.2, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/05/2010	\$0.00
QWEST CORPORATION	LAW DEPARTMENT - PROCUREMENT. GENERAL COUNSEL 1801 CALIFORNIA ST. DENVER, CO 80202	Amendment No. PRA1233.PS2.1 that amends certain Schedule PRA1233.PS2.0., and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/25/2011	\$0.00
QWEST CORPORATION	LAW DEPARTMENT - PROCUREMENT. GENERAL COUNSEL 1801 CALIFORNIA ST. DENVER, CO 80202	Amendment No. PRA1233.PS2.1, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/25/2011	\$0.00
QWEST CORPORATION	LAW DEPARTMENT - PROCUREMENT. GENERAL COUNSEL 1801 CALIFORNIA ST. DENVER, CO 80202	Amendment No. PRA1233.PS2.2 to PRA1233.PS2.0 Product Schedule, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/20/2011	\$0.00
QWEST CORPORATION	LAW DEPARTMENT - PROCUREMENT. GENERAL COUNSEL 1801 CALIFORNIA ST. DENVER, CO 80202	Product Schedule PRA1233.PS2.0 to Agreement No. PRA1233.0, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/09/2010	\$0.00
QWEST CORPORATION	LAW DEPARTMENT - PROCUREMENT. GENERAL COUNSEL 1801 CALIFORNIA ST. DENVER, CO 80202	Product Schedule PRA1233.PS2.0, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/09/2010	\$0.00
QWEST CORPORATION	LAW DEPARTMENT - PROCUREMENT. GENERAL COUNSEL. AGREEMENT #PRA12332 1801 CALIFORNIA ST. DENVER, CO 80202	Amendment No. PRA1233.2 to certain agreement PRA.1233.1., and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/05/2010	\$0.00
QWEST CORPORATION, DBA CENTURYLINK	LAW DEPARTMENT - PROCUREMENT. GENERAL COUNSEL 1801 CALIFORNIA ST. DENVER, CO 80202	Amendment No. PRA1233.PS2.2 to PRA1233.PS2.0 Product Schedule, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/22/2011	\$0.00
QWEST CORPORATION, DBA CENTURYLINK	LAW DEPARTMENT - PROCUREMENT. GENERAL COUNSEL 1801 CALIFORNIA ST. DENVER, CO 80202	Amendment No. PRA7586.0 to PRA1233.0 Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/30/2012	\$0.00
QWEST CORPORATION, DBA CENTURYLINK	LAW DEPARTMENT - PROCUREMENT. GENERAL COUNSEL 1801 CALIFORNIA ST. DENVER, CO 80202	Amendment No. PRA7586.PS1.0 to PRA1233.PS2.0 Product Schedule, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/30/2012	\$0.00
QWEST SERVICES CORPORATION	LEGAL DEPARTMENT 1801 CALIFORNIA ST FL 9 DENVER, CO 80202	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/07/2005	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
R&R WOOD PRODUCTS INC	ATTN: BROOKE M ZIEGLER PO BOX 51065 MAINLAND, PA 19451	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/05/2013	\$0.00
R+L TRUCKLOAD SERVICES	JEFF PAULSEN 7290 COLLEGE PKWY FT MYERS, FL 33907	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/31/2011	\$0.00
RACKSPACE US INC.	LEGAL DEPARTMENT 5000 WALZEM ROAD SAN ANTONIO, TX 78218	Bilateral Non-Disclosure agreement for Sales Discussions, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/07/2012	\$0.00
RACKSPACE US, INC	5000 WALZEM RD SAN ANTONIO, TX 78218	Additional terms and conditions to the general terms and conditions, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
RACKSPACE US, INC.	5000 WALZEM RD SAN ANTONIO, TX 78218	Hosting Service Agreement (#1740364), and any related amendments, modifications, renewals, and extensions thereto	\$0.00
RACKSPACE US, INC.	ATTN: ALAN SCHOENBAUM 5000 WALZEM ROAD SAN ANTONIO, TX 78218	Hosting Service agreement, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
RACKSPACE US, INC.	GENERAL COUNSEL MAIL STOP: US109-2301 5000 WALZEM DR SAN ANTONIO, TX 78218	IT Services, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
RACKSPACE US, INC.	LEGAL DEPARTMENT 5000 WALZEM ROAD SAN ANTONIO, TX 78218	Agreement for Professional and Consulting Services (#1740364), and any related amendments, modifications, renewals, and extensions thereto	\$0.00
RACKSPACE US, INC.	LEGAL DEPARTMENT 5000 WALZEM ROAD SAN ANTONIO, TX 78218	Hosting Service Agreement (#803012), and any related amendments, modifications, renewals, and extensions thereto	\$0.00
RAIL LOGISTICS, LC	6600 COLLEGE BOULEVARD, SUITE 310 OVERLAND PARK, KS 66211	Indemnity Agreement, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
RAMAN FIBRE SCIENCE PVT LTD.	SURVEY NO. 38. K.N. HUNDI 12TH K.M. MYSORE-OOTY ROAD KADAKOLA POST, MYSORE 571 311 KARNATAKA, INDIA	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/23/2013	\$0.00
RAMAN FIBRESCIENCE PRIVATE LIMITED	RAGHU AKELLA SY. NO. 38, K.N.HUNDI, 12TH KM MYSORE-OOTY ROAD, KADAKOLA MYSORE, INDIA	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/28/2010	\$0.00
RAMCAR BATTERIES, INC.	CLIFFORD J. CROWE 2700 CARRIER AVE COMMERCE, CA 90040	Indemnity Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/23/2005	\$0.00
RAMCAR, INC.	GIL C. CABARRUBIA 8TH FLOOR RAMCAR CENTER 80-82 DON ALEJANDRO R. ROCES AVENUE QUEZON CITY, PHILIPPINES	Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 09/15/2011	\$0.00
RAPID DEVELOPMENT SERVICES, INC.	LEON GUREVICH 11080 LINPAGE PL ST LOUIS, MO 63132	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/17/2009	\$0.00
RAPIDPARTS INC.	CRAIG SUNDSTROM 2950 WALKENT CT NW GRAND RAPIDS, MI 49544	Customer Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/27/2012	\$0.00
RAPIDPARTS INC.	CRAIG SUNDSTROM 2950 WALKENT CT NW GRAND RAPIDS, MI 49544	Customer Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/07/2012	\$0.00
RAPIDPARTS INC.	CRAIG SUNDSTROM 2950 WALKENT CT NW GRAND RAPIDS, MI 49544	Customer Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/22/2009	\$0.00
RAYMOND LEASING	CORPORATE HEADQUARTERS P.O. BOX 130 GREENE, NY 13778	Schedule A to Agreement Number 310831, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/11/2013	\$0.00
RAYMOND LEASING CORPORATION	CORPORATE HEADQUARTERS P.O. BOX 130 GREENE, NY 13778	Schedule A to Equipment Lease No. 2140617, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/24/2011	\$4,023.22
RAYMOND LEASING CORPORATION	CORPORATE HEADQUARTERS P.O. BOX 130 GREENE, NY 13778	Schedule A to Equipment Lease No. 2140618, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2012	\$0.00
RAYMOND STORAGE CONCEPTS, INC.	4350 INDECO CT CINCINNATI, OH 45241	Master Agreement & Schedule A, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/11/2013	\$0.00
RDM SOLUTIONS GROUP, LLC	3482 KEITH BRIDGE ROAD CUMMING, GA 30041	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/25/2009	\$0.00
REBATT CONSULTING LLC	ATTN: RICHARD E. ESTRADA 1519 MORNING GLORY DRIVE HARTFORD, WI 53027	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/15/2012	\$0.00
REMEDIATION SERVICES, INC.	GRANT SHERWOOD 2735 S 10TH ST INDEPENDENCE, KS 67301	Decontamination & Demolition, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/10/2012	\$739,274.00
RES AMERICA DEVELOPMENTS INC.	LEGAL DEPARTMENT 11101 W 120TH AVE #400 BROOMFIELD, CO 80021	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 03/03/2010	\$0.00
RETICLE INC.	DALE M. NESBITT 334 STATE ST STE 204 LOS ALTOS, CA 94022	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/12/2009	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
REVOLT TECHNOLOGY LIMITED	LAUBISTRUITSTRASSE 44 CH-8712 STAEFA SWITZERLAND	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/25/2009	\$0.00
RICHARDSON MOLDING INCORPORATED	ROGER WINSLOW PO BOX 288 607 W JEFFERSON CORYDON, IA 50060	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/13/2013	\$0.00
RIEKES EQUIPMENT COMPANY	ATTN: MR. ED KETCHAM 6703 L STREET OMAHA, NE 68117	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/04/2013	\$0.00
RINCON TECHNOLOGY	RINCON TECHNOLOGY 810 E. MONTICETO SANTA BARBARA, CA 93103	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/15/2013	\$0.00
RIVER CITY WOOD PRODUCTS	ATTN: KEVIN OCHS 19885 DETROIT RD. #200 ROCKY RIVER, OH 44116	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/05/2013	\$0.00
ROBERTSON, JEFFREY	280 ORCHARD WAY SE CALHOUN, GA 30701	Offer of Employment, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/21/2013	\$0.00
ROEHL TRANSPORT, INC.	DOUG LILIENTHAL 1916 E 29TH ST MARSHFIELD, WI 54449	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/25/2011	\$0.00
ROGERS COMMUNICATIONS PARTNERSHIP	333 BLOOR STREET EAST 10TH FLOOR TORONTO, ON M4W 1G9 CANADA	3 way non-disclosure agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/15/2012	\$0.00
ROGERS, JAMES SCOTT	2415 DRIFTWOOD LANE ROCKFORD, IL 61107	Offer of Employment, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/01/2013	\$0.00
ROMAN CATHOLIC DIOCESE OF ALLENTOWN ACTING THROUGH THE PASTOR OF ST. PAUL'S ROMAN CATHOLIC CHURCH	ST. PAUL'S R.C. CHURCH GETHSEMANE CEMETERY TIM KOLASA 3139 KUTZTOWN RD. LAURELDALE, PA 19605	Lease Agreement - Rosedale Ave, Township of Muhlenberg, County of Berks, PA, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
RONDOPAR ENERGIA ACUMULADA LTDA	ARY SUDAN RUA JOÃO DE BARRO, 15 PARQUE DAS INDUSTRIAS LEVES LONDRINA PR, 86030-320 BRAZIL	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/11/2011	\$0.00
ROSEDALE TRANSPORT LTD	RON IRVINE 6845 INVADER CRESCENT MISSISSAUGA, ON L5T 2B7 CANADA	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/02/2012	\$0.00
RYDER INTEGRATED LOGISTICS, INC.	GENERAL COUNSEL 11690 NW 105TH ST MIAMI, FL 33178	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/02/2012	\$0.00
RYDER TRUCK RENTAL, INC.	3600 NW 82ND AVE MIAMI, FL 33166	Master Lease, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/12/1999	\$190,725.13
RYDER TRUCK RENTAL, INC.	3600 NW 82ND AVE MIAMI, FL 33166	Truck Lease & Service Agreement - Schedule A - Bangor, ME, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/21/2007	\$0.00
RYDER TRUCK RENTAL, INC.	3600 NW 82ND AVE MIAMI, FL 33166	Truck Lease & Service Agreement - Schedule A - Charlotte, NC, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/27/2007	\$0.00
RYDER TRUCK RENTAL, INC.	3600 NW 82ND AVE MIAMI, FL 33166	Truck Lease & Service Agreement - Schedule A - Honolulu, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/02/2007	\$0.00
RYDER TRUCK RENTAL, INC.	3600 NW 82ND AVE MIAMI, FL 33166	Truck Lease & Service Agreement - Schedule A - Houston, TX, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/17/2007	\$0.00
RYDER TRUCK RENTAL, INC.	3600 NW 82ND AVE MIAMI, FL 33166	Truck Lease & Service Agreement - Schedule A - Scranton, PA, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/21/2007	\$0.00
RYDER TRUCK RENTAL, INC.	ATTN JENNIFER MORRIS 6000 WINDWARD PKWY ALPHARETTA, GA 30005	Truck Lease and Service Agreement - Schedule A, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/19/2012	\$0.00
RYDER TRUCK RENTAL, INC.	RYDER ENVIRONMENTAL SERVICES 11690 NW 105TH ST MIAMI, FL 33178-1103	Spent Battery Recycling Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/26/2007	\$0.00
RYDER TRUCK RENTAL, INC. DBA RYDER TRANSPORTATION SERVICE	2701 E. BYRD AVENUE FRESNO, CA 93706	Truck Lease and Service Agreement. 2 "Schedule A's" in pdf for Fresno, CA., and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/17/2012	\$0.00
RYNAR LLC	MARTIN PFAHLER 22005 SW BENNETTE RD MCMINNVILLE, OR 97128	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/14/2009	\$0.00
SADDLE CREEK LOGISTICS	DOUG JOHNSTON, VICE PRESIDENT CS & OD 3010 SADDLE CREEK ROAD LAKELAND, FL 33801	Purchase Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/17/2013	\$0.00
SAFEWAY INC.	WENDY KO 5918 STONERIDGE MALL RD PLEASANTON, CA 94588	Mutual Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 11/09/2012	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
SAFT AMERICA INC.	ATTN: RICHARD NAGY 3 POWDERED METAL DRIVE NORTH HAVEN, CT 06473	Proprietary Information Exchange Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/26/2011	\$0.00
SAFT POWER SYSTEMS, INC.	ATTN: KAIVON MORTAZAVI 643 PRESIDENTIAL DRIVE RICHARDSON, TX 75081	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/12/2005	\$0.00
SAI NEW TECHNOLOGIES LTD	SAI HOUSE NATIONAL TECHNOLOGICAL PARK LIMERICK, IRELAND	License Agreement, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
SALEM NATIONALEASE	175 CHARLOIS BLVD WINSTON SALEM, NC 27103	NationalLease Vehicle Lease and Service Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/16/2006	\$21,970.40
SALEM NATIONALEASE	175 CHARLOIS BLVD WINSTON SALEM, NC 27103	Trucks - Schedule A - Raleigh, NC, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/25/2006	\$0.00
SALESFORCE.COM INC.	THE LANDMARK AT ONE MARKET, SUITE 300 SAN FRANCISCO, CA 94105	License for Salesforce CRM Enterprise Edition, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/11/2010	\$0.00
SALESFORCE.COM, INC.	VP, FINANCE - WORLDWIDE SALES OPER; GEN COUNSEL THE LANDMARK @ ONE MARKET, SUITE 300 SAN FRANCISCO, CA 94105	Salesforce CRM Enterprise Edition, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 03/11/2010	\$0.00
SALESFORCE.COM, INC.	VP, FINANCE - WORLDWIDE SALES OPER; GEN COUNSEL THE LANDMARK @ ONE MARKET, SUITE 300 SAN FRANCISCO, CA 94105	Salesforce CRM Enterprise Edition, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 05/11/2010	\$0.00
SALESFORCE.COM, INC.	VP, FINANCE - WORLDWIDE SALES OPERATIONS; GENERAL COUNSEL THE LANDMARK @ ONE MARKET ,SUITE 300 SAN FRANCISCO, CA 94105	Order Form - Salesforce CRM Enterprise Edition, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/11/2010	\$0.00
SALESFORCE.COM, INC.	VP, FINANCE - WORLDWIDE SALES OPERATIONS; GENERAL COUNSEL THE LANDMARK @ ONE MARKET, SUITE 300 SAN FRANCISCO, CA 94105	Master Subscription Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/31/2008	\$3,750.00
SALSON LOGISTICS, INC.	ANTHONY BERRITTO 888 DOREMUS AVE NEWARK, NJ 07114	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/25/2011	\$0.00
SALTEX, LLC	JOE KANE 7755 BELLAIRE SOUTH FT WORTH, TX 76132	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/20/2013	\$0.00
SANDERS LEAD COMPANY	100 SANDERS ROAD TROY, AL 36081	Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/07/2012	\$2,604,019.78
SANDRA TORONY	3 ROCKYWOOD DR. SANDY HOOK, CT 06482	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/01/2012	\$0.00
SBC SERVICES, INC.	208 S. AKARD ST. DALLAS, TX 75202	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/17/2002	\$0.00
SCHAEFER'S ELECTRICAL ENCLOSURES, INC.	MARK DIAMOND 4680 NASH RD BLDG A SCOTT CITY, MO 63780	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/20/2012	\$0.00
SCHOONOVER, INC.	GREG VAUGHAN 222 RIVERSTONE DR CANTON, GA 30114	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/01/2010	\$0.00
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION	STEVE GOOTEE, JOHN TIMLER R5 BOX 28 HWY 231 S BLOOMFIELD, IN 47424	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 09/17/2009	\$0.00
SCPS, SOCIETE DE CONSEIL ET DE PROSPECTIVE SCIENTIFIQUE	MR. JACQUES DONIAT, CEO AND PRESIDENT 85-91 BOULEVARD ALSACE-LORRAINE ROSNY-SOUS-BOIS, 93110 FRANCE	Joint Non-Disclosure and Non-Analysis Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/09/2010	\$0.00
SEARS LOGISTICS SERVICES, INC.	SEARS HOLDINGS MANAGEMENT CORPORATION 3333 BEVERLY RD HOFFMAN ESTATES, IL 60179	Master Services Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/04/2010	\$0.00
SEIBEL MODERN MFG.	MARK SEIBEL 38 PALMER PL LANCASTER, NY 14086	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/15/2012	\$0.00
SEMINOLE LOGISTICS	DIRECTOR OF OPERATIONS 3080 LONG LAKE RD ROSEVILLE, MN 55113	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/25/2011	\$0.00
SEPARATION AND RECOVERY SYSTEMS HOLDING COMPANY INC.	62 GROVE ST WEST DEPTFORD, NJ 08086	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/10/2012	\$0.00
SERVICEMAX, INC.	ATTN: DAVID YARNOLD, CEO 2560 MISSION COLLEGE BLVD., SUITE 103 SANTA CLARA, CA 95054	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/20/2011	\$0.00
SERVICENOW, INC.	ATTN: LEGAL COUNSEL 4810 EASTGATE MALL SAN DIEGO, CA 92121	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/11/2013	\$0.00
SERVICENOW, INC.	ETHAN CHRISTENSEN 4810 EASTGATE MALL SAN DIEGO, CA 92121	Master Ordering Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/26/2013	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
SERVICENOW, INC.	SERVICENOW, INC. (LEGAL COUNSEL) ETHAN CHRISTENSEN 4810 EASTGATE MALL SAN DIEGO, CA 92121	Order Form for Software Subscription Product, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/26/2013	\$0.00
SFDC	THE LANDMARK AT ONE MARKET, SUITE 300 SAN FRANCISCO, CA 94105	Order Form: Salesforce - Enterprise Edition, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/31/2008	\$0.00
SGT 2000 INC.	ATTN: PHILLIPE BOURRET, SALES DIRECTOR 354 CHEMIN YAMASKA SAINT-GERMAIN DE GRANTHAM, QC J0C 1K0 CANADA	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/02/2012	\$0.00
SHANGHAI CHAMPION WAREHOUSING CO., LTD.	SONG XIAOJUN 869 HAIJIE ROAD FENGXIAN DISTRICT SHANGHAI, CHINA	Hazardous Material Warehousing Service Contract, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
SHANGHAI HUAHONG TECHNOLOGIES CO., LTD.	ATTENTION: ZHENG RUO ROOM 503, NO. 309 HANKON ROAD SHANGHAI, CHINA	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
SHANGHAI SANCHANG IMPORT & EXPORT CO., LTD.	ROOM 1802, 331 DONGYUAN SANCUN PUDONG, SHANGHAI, 200120 CHINA	Import Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/02/2012	\$0.00
SHANGHAI SANCHANG IMPORT & EXPORT CO., LTD.	ZHU YUE ROOM 1802, 331 DONGYUAN SANCUN PUDONG, SHANGHAI, 200120 CHINA	Import Agent Agreement , and any related amendments, modifications, renewals, and extensions thereto	\$0.00
SHANGHAI YOUNG-BEN LAW FIRM	ROOM 1405-1407, FORTUNE TIMES PLAZA NO. 1438, NORTH SHANXI ROAD SHANGHAI, 200060 CHINA	Agreement for Retaining Legal Service, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
SHENZHEN CENTER POWER TECH. CO., LTD.	ATTN: HUANONG ZHANG, PRESIDENT CENTER POWER INDUSTRIAL PARK TONGFU INDUSTRIAL DISTRICT DAPENG TOWN, SHENZHEN, 518120 CHINA	Mutual Confidentiality, Non-Disclosure and Exclusivity Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/24/2008	\$0.00
SHENZHEN LEOCH BATTERY TECHNOLOGY CO., LTD.	ATTN: DONG LI XINBAOHUO BLDG. NANHAI BLVD. NANSHAN, SHENZHEN, 518052 CHINA	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/31/2007	\$0.00
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP	ATTN: RANDOLPH C. VISSER 333 S. HOPE STREET, FL 43 LOS ANGELES, CA 90071	Engagement Letter, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
SHOJI ODAI	SHOJI ODAI NISHI-SHIMBASHI YASUDA UNION BUILDING 4-2 2-CHOME, NISHI-SHIMBASHI MINATO-KU TOKYO, 105-003 JAPAN	Indemnity Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 09/01/2009	\$0.00
SHOPPA'S MID AMERICA LLC	1301 N. CORRINGTON AVE. KANSAS CITY, KS 64120	Equipment Schedule to Master Lease Agreement, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
SHOPPA'S MID AMERICA, LLC	DAVID MEDLEY, CUSTOMER SERVICE MANAGER 1301 N CORRINGTON AVE KANSAS CITY, MO 64120-1940	Independent Contractor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/10/2012	\$0.00
SHOUN TRUCKING CO. INC.	ATTN: OPERATIONS 1247 HWY 126 BRISTOL, TN 37620	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/15/2012	\$0.00
SI SOLUTIONS, INC., F/K/A SOUTHERN IMAGING GROUP, INC.	2110 W JOY ROAD FLORENCE, SC 29501	Supplier Agreement for Purchase and Sale of Products, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/1/2009	\$65,045.00
SI STANNUM INTERNATIONAL, LLC		Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/07/2013	\$0.00
SILKROAD TECHNOLOGIES, INC.	20 WEST KENZIE STREET, SUITE 1420 CHICAGO, IL 60654	SAAS Subscription Order Form - Schedule A-EXI2012101912 & Service Provider Terms and Conditions, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/19/2012	\$0.00
SILKROAD TECHNOLOGIES, INC.	20 WEST KENZIE STREET, SUITE 1420 CHICAGO, IL 60654	Service Level Agreement - Terms and Conditions and Schedules B, C, E, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/19/2012	\$12,350.00
SILKROAD TECHNOLOGY, INC.	102 W. THRID ST., SUITE 250 WINSTON-SALEM, NC 27101	SAAS Subscription Order Form - Schedule A-EXI2012101912, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 10/22/2012	\$0.00
SILKROAD TECHNOLOGY, INC.	102 W. THRID ST., SUITE 250 WINSTON-SALEM, NC 27101	SAAS Subscription Order Form - Schedule A-EXI2012101912, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 12/31/2012	\$0.00
SILKROAD TECHNOLOGY, INC.	20 W KINZIE ST STE 1420 CHICAGO, IL 60654	Schedule A - SAAS Subscription Order Form, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/19/2012	\$0.00
SILKROAD TECHNOLOGY, INC.	20 W KINZIE ST STE 1420 CHICAGO, IL 60654	Service Provider Terms and Conditions, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
SILKROAD TECHNOLOGY, INC.	20 W KINZIE ST STE 1420 CHICAGO, IL 60654	Service Provider Terms and Conditions; Schedules B&C, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
SILKROAD TECHNOLOGY, INC.	20 W KINZIE ST STE 1420 CHICAGO, IL 60654	Service Provider Terms and Conditions; Schedules B&C, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 10/15/2012	\$0.00
SILKROAD TECHNOLOGY, INC.	20 W KINZIE ST STE 1420 CHICAGO, IL 60654	SilkRoad Schedule A - Subscription Order Form, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/19/2012	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
SILKROAD TECHNOLOGY, INC.	MICHAEL P. CULLINANE, CFO 20 WEST KINZIE STREET, SUITE 1420 CHICAGO, IL 60654	Service Provider Terms and Conditions, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/19/2012	\$0.00
SIMONS TRUCKING	ATTN: JUSTEN PHILIPP 920 SIMON DR. FARLEY, IA 52046	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/14/2012	\$0.00
SIMONS TRUCKING	ATTN: JUSTEN PHILIPP 920 SIMON DR. FARLEY, IA 52046	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/19/2013	\$0.00
SISK, DANNY L.		Warranty Deed, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/02/2008	\$0.00
SITRICK AND COMPANY	1840 CENTURY PARK EAST, SUITE 800 LOS ANGELES, CA 90067	Engagement Letter, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
SK NEVIS RESORT LLC DBA FOUR SEASONS RESORT NEVIS	ATTN: KRISTEN BIFRO 110 EAST 59TH STREET, 24TH FLOOR NEW YORK, NY 10022	Travel Accommodations Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/04/2013	\$0.00
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP	PETER ALLEN ATKINS FOUR TIMES SQUARE NEW YORK, NY 10036-6522	Engagement Letter, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/25/2013	\$0.00
SKYLINE TRANSPORTATION, INC.	ATTN: JEFF REED 131 W. QUINCY AVE. KNOXVILLE, TN 37919	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/18/2013	\$0.00
SOUTH FORK HOLDINGS DBA RETECH	ATTN: JULIE PULOS, PRESIDENT PO BOX 4888 EL DORADO HILLS, CA 95762	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/20/2010	\$0.00
SOVEMA S.P.A.	VIA SPAGNA, 13 37069 VILLAFRANCA DI VERONA, ITALY	Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/11/2013	\$0.00
SPAN DEVELOPMENT LLC	SPAN DEVELOP, LLC ATTN: JULIA PENA 1841 HOWARD ROAD MADERA, CA 93637	Lease Agreement with respect to property located at 2935 South Elm Ave., Suite 400, Fresno CA, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/15/2006	\$0.00
SPF AMERICA, LLC DBA COPPERFAB	C/O JONES JACKSON & MOLL PLC ATTN KATHRYN A STOCKS 401 N 7TH ST, PO BOX 2023 FORT SMITH, AR 72902-2023	Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/28/2012	\$0.00
SPINNAKER SUPPORT, LLC	ATTN: BRETT MILLER 231 MILWAUKEE ST., SUITE 200 DENVER, CO 80206	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/17/2012	\$0.00
SRI POWER SERVICES, LLC	CHARLES J POCORELLO, PRESIDENT 18405 E. PETROLEUM DRIVE BATON ROUGE, LA 70809	Manufacturer's Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/25/2012	\$0.00
STANDARD SHEET METAL, INC.	ATTN: OFFICE OF THE GENERAL COUNSEL 405 N. OLIVE ST. KANSAS CITY, MO 64120	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/23/2012	\$0.00
STANDARD TECHNOLOGIES	2650 W. HAYES AVE. FREMONT, OH 43420	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/15/2012	\$0.00
STAR TRANSPORTATION, INC.	ATTN: JIM BROWER 1116 POLK AVE. NASHVILLE, TN 37210	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/25/2011	\$0.00
STAR TRUCK RENTALS, INC.	3940 EASTERN AVE SE GRAND RAPIDS, MI 49508-2417	National Lease Vehicle Lease and Service Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/16/2006	\$3,741.42
STATE OF ARIZONA, STATE PROCUREMENT OFFICE	STATE PROCUREMENT ADMINISTRATOR ARIZONA DEPARTMENT OF ADMINISTRATION 15 S. 15TH AVENUE, SUITE 103 PHOENIX, AZ 85007	Invitation to Bid, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/11/2000	\$0.00
STATE OF KANSAS, DEPARTMENT OF COMMERCE	PEAK PROGRAM MANAGER 1000 SW JACKSON STE 100 TOPEKA, KS 66612-1354	Promoting Employment Across Kansas (PEAK) Incentive Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/25/2012	\$0.00
STATE OF WASHINGTON	OFFICE OF STATE PROCUREMENT RM. 201 GENERAL ADMINISTRATION BUILDING PO BOX 41017 OLYMPIA, WA 95804-1017	Purchase and Sales Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/28/2004	\$0.00
STATE OF WASHINGTON	RM. 201 GENERAL ADMINISTRATION BUILDING PO BOX 41017 OLYMPIA, WA 95804-1017	Contract No. 03602, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/10/2004	\$0.00
STATE OF WASHINGTON	RM. 201 GENERAL ADMINISTRATION BUILDING PO BOX 41017 OLYMPIA, WA 95804-1017	Purchase and Sales Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/28/2004	\$0.00
STEP3 CONSULTING	ATTN: RONALD C. MELCHER, PRESIDENT 7100 PEACHTREE DUNWOODY ROAD, NE ATLANTA, GA 30328	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/02/2008	\$0.00
STMICROELECTRONICS, INC.	ATTN: GENERAL COUNSEL 750 CANYON DRIVE, SUITE 300 COPPELL, TX 75019	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/06/2012	\$0.00
STONE MOUNTAIN INDUSTRIAL PARK, INC.	PO BOX 67 TUCKER, GA 30085-0067	Lease Agreement with respect to property located at 3075 North Lanier Parkway, Decatur, GA, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/09/2013	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
STRIVE LOGISTICS, LLC	ATTN: LEGAL DEPARTMENT 3008 N. LINCOLN AVE. CHICAGO, IL 60657	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/15/2013	\$0.00
SUBURBAN LANCASTER SEWER AUTHORITY	PO BOX 458 LANCASTER, PA 17608-0458	License Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/27/2008	\$0.00
SULZER METCO	ATTN: MAE WANG - VP, SALES AMERICAS 1101 PROSPECT AVENUE WESTBURY, NY 11590-0201	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/14/2009	\$0.00
SUMMIT FIRE PROTECTION	ATTENTION: KELLY G. MITCHELL 760 LIBERTY WAY NORTH LIBERTY, IA 52317	Independent Contractor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/30/2012	\$0.00
SUN LIFE FINANCIAL	225 KING STREET WEST, 15TH FLOOR TORONTO, ON M5V 3C5 CANADA	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/02/2009	\$0.00
SUNDBERG-FERAR, INC.	ATTN: PRESIDENT 4359 PINEVIEW DRIVE WALLED LAKE, MI 48390	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/04/2009	\$0.00
SUPER SERVICE LLC	SALES 6000 CLAY AVE SW GRAND RAPIDS, MI 49548	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/15/2013	\$0.00
SUPPORT POWER, INC.	1593A LOCUST AVE. BOHEMIA, NY 11716	Manufacturer's Representative Agreement (CT, MA, NY, RI, VT, NH & ME), and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/15/2009	\$0.00
SUPPORT POWER, INC.	40B CARLETON AVENUE ISILIP TERRACE, NY 11752	Manufacturer's Representative Agreement (CT) - Power Control Applications, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/01/1998	\$0.00
SUPPORT POWER, INC.	40B CARLETON AVENUE ISILIP TERRACE, NY 11752	Manufacturer's Representative Agreement (MA) - Power Control Applications, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/01/1998	\$0.00
SUPPORT POWER, INC.	40B CARLETON AVENUE ISILIP TERRACE, NY 11752	Manufacturer's Representative Agreement (ME, NH & VT) - Power Control Applications, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/08/1998	\$0.00
SUPPORT POWER, INC.	40B CARLETON AVENUE ISILIP TERRACE, NY 11752	Manufacturer's Representative Agreement (NY East) - Stationary Batteries for Telecommunication, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/01/1998	\$0.00
SUPPORT POWER, INC.	40B CARLETON ISILIP TERRACE, NY 11752	Manufacturer's Representative Agreement (MA) - Stationary Batteries for Telecommunications, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/01/1998	\$0.00
SUPPORT POWER, INC.	40B CARLETON ISILLIP TERRACE, NY 11752	Manufacturer's Representative Agreement (CT) - Stationary Batteries for Telecommunication, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/01/1998	\$0.00
SURE TRACK COURIER LTD.	ATTN: TONY BAHOUS / IRA COHEN 321 COURTLAND AVE. CONCOR, ON L4K 585 CANADA	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/02/2012	\$0.00
SWIFT TRANSPORTATION SERVICES, LLC	ATTN: VICE PRESIDENT OF PRICING PO BOX 29243 PHOENIX, AZ 85038-9243	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/15/2012	\$0.00
SYSTIME COMPUTER CORPORATION	ATTN: ARUN KOUL 595 MARKET STREETS, SUITE #2400 SAN FRANCISCO, CA 94105	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/29/2010	\$0.00
SZYMBORSKI, JOSEPH	6002 LIBERTY DR. GROVELAND, FL 34736	Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/20/2012	\$0.00
T & M BROKERAGE, INC.	ATTN: DEBBIE WHITAKER 410 STATE ROUTE 136 EAST CALHOUN, KY 42327	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/15/2012	\$0.00
T & M TRUCKING INC.	ATTN: LUIE WHITAKER PO BOX 114 VINCENNES, IN 47591	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/15/2012	\$0.00
T.B.S. ENGINEERING LTD.	LONGHILL, ELMSTONE HARDWICKE CHELTENHAM, GL51 9TY UNITED KINGDOM	Tooling Purchase Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/17/2008	\$0.00
T.B.S. ENGINEERING LTD.	LONGHILL, ELMSTONE, HARDWICKE CHELTENHAM, GL51 9TY UNITED KINGDOM	Purchase Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/22/2008	\$0.00
TACOM CONTRACTING CENTER (TACOM-CC)	ATTN: AMSTA-AQ-AMB E ELEVEN MILE ROAD WARREN, MI 48397-5000	Government Contract # W56HZV-10-C-0493, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/27/2010	\$0.00
TANDEM LOGISTICS	ATTN: BRIAN LASHER 2911 S A W GRIMES BLVD., #400 PFLUGERVILLE, TX 78660	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/06/2013	\$0.00
TANGO TRANSPORT, LLC	ATTN: GENERAL COUNSEL 6009 FINANCIAL PLAZA SHREVEPORT, LA 71129	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/31/2013	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
TARGET CANADA CO.	ATTN: SR. SOURCING SPECIALIST, MATERIAL HANDLING, FINISHES, AND EQUIPMENT PROCUREMENT 1000 NICOLLET MALL MINNEAPOLIS, MN 55403	Supplier Qualification Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/20/2011	\$0.00
TARGET CORPORATION	ATTENTION: GENERAL COUNSEL 1000 NICOLLET MALL, TPS-3155 MINNEAPOLIS, MN 55403	Program Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/08/2011	\$0.00
TATA AMERICA INTERNATIONAL CORPORATION	ATTN: SR. VICE PRESIDENT AND GENERAL COUNSEL 101 PARK AVENUE, 26TH FLOOR NEW YORK, NY 10178	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/29/2007	\$0.00
TAYLOR-WINFIELD TECHNOLOGIES	1201 CRESCENT STREET YOUNGSTOWN, OH 44501	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/17/2010	\$0.00
TBS ENGINEERING LIMITED	L.E. GARDINER, MANAGING DIRECTOR LONGHILL, ELMSTONE HARDWICKE CHELTENHAM, GL51 9TY UNITED KINGDOM	Purchase Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/31/2010	\$0.00
TBS ENGINEERING LTD.	ATTN: LAURIE GARDINER LONGHILL, EMSTONE HARKDWICKE CHELTENHAM, GL51 9TY UNITED KINGDOM	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/04/2010	\$0.00
TCG CONSULTING PARTNERS, LLC	ATTN: ALBERT PARAS, MANAGING DIRECTOR 8508 PARK ROAD #102 CHARLOTTE, NC 28210	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/04/2011	\$0.00
TCIP-C, LLC	1401 EAST BELMART STREET PENSACOLA, FL 32501	Lease Agreement with respect to property located at 4009 N. Pace Blvd., Pensacola, FL, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/27/2012	\$0.00
TDK CORPORATION OF AMERICA	ATTENTION: DIRECTOR OF CORPORATE PLANNING 475 HALF DAY ROAD, SUITE 300 LINCOLNSHIRE, IL 60069	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/06/2012	\$0.00
TECHMATRIX LLC	ATTN: CHARLES WOOD 7165 TARTAN CURVE EDEN PRAIRIE, MN 55346	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/09/2009	\$0.00
TECHNICAL DRAFTING SERVICES	ATTENTION: THOMAS SARNOVSKY 4091 REGAL AVENUE BRUNSWICK, OH 44212	Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/18/2011	\$0.00
TECK COMINCO AMERICAN INCORPORATED	C/O TECK COMINCO METALS LTD. ATTN: VICTOR SALEH 2380 SPEAKMAN DRIVE MISSISSAUGA, ON L5K 1B4 CANADA	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/27/2008	\$0.00
TELECOM MARKETING LTD.	TOM BROSCHINSKY, PRESIDENT. 18150 E. 32ND PLACE, UNIT #D AURORA, CO 80011	Manufacturer's Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/29/2010	\$0.00
TELECOM MARKETING, LTD.	18150 E. 32ND PLACE, UNIT #D AURORA, CO 80011	First Amendment to Manufacturer's Rep. Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/31/2011	\$0.00
TELECOM MARKETING, LTD.	TOM BROSCHINSKY, PRESIDENT 7003 EAST 47TH AVE. DRIVE, UNIT A-600 DENVER, CO 80216	Manufacturer's Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/15/2009	\$0.00
TELECOM MARKETING, LTD.	JERRY PATRICK, PRESIDENT 3033 SOUTH PARKER RD., SUITE 160 AURORA, CO 80014	Manufacturer's Representative Agreement (AZ & NM) - Stationary Batteries for Power Control, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/01/1997	\$0.00
TELECOM MARKETING, LTD.	JERRY PATRICK, PRESIDENT 3033 SOUTH PARKER RD., SUITE 160 AURORA, CO 80014	Manufacturer's Representative Agreement (AZ & NM) - Stationary Batteries for Telecommunications, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/01/1997	\$0.00
TELECOM MARKETING, LTD.	JERRY PATRICK, PRESIDENT 3033 SOUTH PARKER RD., SUITE 160 AURORA, CO 80014	Manufacturer's Representative Agreement (CO, MN, WY, East ID and UT) - Stationary Batteries for Power Control, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/01/1997	\$0.00
TELECOM MARKETING, LTD.	JERRY PATRICK, PRESIDENT 3033 SOUTH PARKER RD., SUITE 160 AURORA, CO 80014	Manufacturer's Representative Agreement (CO, MT, WY, UT & East ID), and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/01/1997	\$0.00
TELECOM MARKETING, LTD.	JERRY PATRICK, PRESIDENT 3033 SOUTH PARKER RD., SUITE 160 AURORA, CO 80014	Manufacturer's Representative Agreement (ND, SD, MN & Western WI) - Stationary Batteries for Telecommunications, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/01/1997	\$0.00
TELECOM MARKETING, LTD.	JERRY PATRICK, PRESIDENT 3033 SOUTH PARKER RD., SUITE 160 AURORA, CO 80014	Manufacturer's Representative Agreement (ND, SD, MN & WI) - Stationary Batteries for Power Control, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/01/1997	\$0.00
TENNESSEE DEPARTMENT OF ENVIRONMENT & CONSERVATION	DIVISION OF SOLID WASTE MANAGEMENT C/O OFFICE OF THE ATTORNEY GENERAL ASSISTANT ATTORNEY GENERAL BANKRUPTCY DIVISION P.O. BOX 20207 NASHVILLE, TN 37202	Stipulation Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/12/2013	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
TERRELL BATTERY CORP.	802 S 19TH AVE PHOENIX, AZ 85009	Wal-Mart National Service Program Addendum to Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/28/2004	\$0.00
TERRELL BATTERY CORPORATION	802 S. 19TH AVENUE PHOENIX, AZ 85009	Service Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/25/2001	\$0.00
TEXEL A DIVISION OF ADS, INC.	GUY BERUBE 485 DES ERABLES ST-ELZEAR, QC G0S 2J0 CANADA	Mutual Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/22/2010	\$0.00
THE BATTERY ALLIANCE, INC.	JOAQUIN JIMENEZ BOX 2102 SUITE 136 CAROLINA, PR 984	Purchase and Sales Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/03/1994	\$0.00
THE BATTERY CONSULTANCY LLC	1365 OGDEN LOOP PO BOX 26 HOWARD, CO 81233	First Amendment to Consulting Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/31/2013	\$0.00
THE BATTERY CONSULTANCY, LLC	RICHARD T. JOHNSON 1365 OGDEN LOOP, PO BOX 26 HOWARD, CO 81233	Consulting Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 07/07/2009	\$0.00
THE BLACKSTONE GROUP	ARTHUR NEWMAN 345 PARK AVENUE, 30TH FLOOR NEW YORK, NY 10154	Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/17/2006	\$0.00
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA	ATTN: WILLIAM RITSCH GEORGIA INSTITUTE OF TECHNOLOGY ENTERPRISE INNOVATION INSTITUTE ATLANTA, GA 30332-0640	Proprietary Information Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/16/2012	\$0.00
THE BOSTON CONSULTING GROUP, INC.	FELIX STELLMASZEK 1075 PEACHTREE STREET, # 3800 ATLANTA, GA 30309	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/01/2013	\$0.00
THE BURRIS AGENCY	LYN ROLLINS 1175 REVOLUTION MILL DRIVE SUITE 11 GREENSBORO, NC 27405	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/15/2012	\$0.00
THE CHLORIDE ELECTRICAL STORAGE COMPANY, LIMITED	EXIDE FORKS CLIFTON JUNCTION NEAR MANCHESTER ENGLAND-UNITED KINGDOM	Trademark Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 07/11/1949	\$0.00
THE CITY OF MANCHESTER, IOWA	208 E MAIN ST MANCHESTER, IA 52057-1733	Economic Development Grant Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/19/2012	\$0.00
THE CONSERVATION COMMISSION OF THE STATE OF MISSOURI	PO BOX 180 JEFFERSON CITY, MO 65102	Easement Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/23/2009	\$0.00
THE DOE RUN COMPANY	ATTN: LOU MAGDITS 1801 PARK 270 DRIVE SUITE 300 ST LOUIS, MO 63146	Agreement for Toll Conversion, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/01/2012	\$695,000.00
THE ESSENTIAL ELEMENT INCORPORATED	ATTN: MICHAEL STRIZKI 26 SNYDERTOWN RD. HOPEWELL, NJ 08525	Mutual Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/12/2010	\$0.00
THE GARDEN CITY GROUP, INC.	ATTN NINA BRODY 190 S LASALLE ST, STE 1925 CHICAGO, IL 60603-3479	Bankruptcy Administration Agreement, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
THE GILLETTE COMPANY	LYNN SCHMITT BETHEL GO & TECH CENTER 8 RESEARCH DR BERKSHIRE CORPORATE PARK BETHEL, CT 06801	Bilateral Confidential Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/27/2012	\$0.00
THE GROUNDS GUYS	PO BOX 207 MILLERSVILLE, PA 17551	Landscaping Services - Lancaster, PA, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/19/2013	\$0.00
THE HACKETT GROUP	ATTN: OFFICE OF THE GENERAL COUNSEL 1001 BRICKELL BAY DRIVE, SUITE 3000 MIAMI, FL 33131	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/01/2013	\$0.00
THE HACKETT GROUP, INC.	PO BOX 116525 ATLANTA, GA 30368-6525	Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/09/2010	\$0.00
THE KANSAS CITY SOUTHERN RAILWAY COMPANY	EDWARD E. SCOTT, VP - INTL. PURCHASING POST OFFICE BOX 219335 KANSAS CITY, MO 64121-9335	Master Purchase Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/23/2010	\$0.00
THE KANSAS CITY SOUTHERN RAILWAY COMPANY	POST OFFICE BOX 219335 KANSAS CITY, MO 64121-9335	Master Purchase Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/23/2010	\$0.00
THE MASON AND DIXON LINES, INC	MARTA FURMAN 12755 E 9 MILE RD WARREN, MI 48089	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/15/2012	\$0.00
THE PROGRESS GROUP, LLC	THE PROGRESS GROUP LLC 1200 ABERNATHY RD. SUITE 1700 ATLANTA, GA 30328	Contractor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/20/2013	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
THE RAYMOND CORPORATION	JAMES P. O'BRIEN PO BOX 130 SOUTH CANAL STREET GREENE, NY 13778	National Account Agreement and Incentive Program, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/26/2011	\$0.00
THE RAYMOND CORPORATION	JAMES P. O'BRIEN TIM KOVAL PO BOX 130 SOUTH CANAL STREET GREENE, NY 13778	National Account Agreement and Incentive Program, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/18/2008	\$0.00
THE RAYMOND CORPORATION	TIM KOVAL PO BOX 130 SOUTH CANAL STREET GREENE, NY 13778	National Account Agreement and Incentive Program, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/04/2008	\$0.00
THE SHELL COMPANY OF AUSTRALIA	TONY DELORNEZO PO BOX 26 GRANSVILLE, NSW, 2142 AUSTRALIA	Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 04/01/2011	\$0.00
THE STATE OF INDIANA (INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT)	RICHARD ZEILER, CHIEF OFFICE OF AIR QUALITY- AIR MONITORING BRANCH 100 NORTH SENATE AVENUE MC 61-50-2 SHADELAND INDIANAPOLIS, IN 45204-2251	Limited Use Easement and License, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/07/2010	\$0.00
THE TAYLOR-WINFIELD CORPORATION	ATTN: DAN GAGLIANO, VP/DIRECTOR OF SALES 1610 THOMAS ROAD HUBBARD, OH 44425	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/13/2009	\$0.00
THE TAYLOR-WINFIELD CORPORATION	ATTN: TOM ORWIG -- SALES MANAGER 1610 THOMAS ROAD HUBBARD, OH 44425	Mutual Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/01/2005	\$0.00
THE WINSTEAD BUILDING, A NORTH CAROLINA PARTNERSHIP	THE WINSTEAD BUILDING, A NORTH CAROLINA PARTNERSHIP POST OFFICE DRAWER 1960 SMITHFIELD, NC 27577	Lease Agreement with respect to property located at 7874 US Highway 70 West, Clayton, NC, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/17/1995	\$0.00
THERMOFISHER SCIENTIFIC	TONY HAMPTON 2000 PARK LANE DR PITTSBURGH, PA 15275	Planned Maintenance Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/26/2010	\$0.00
THERMOPORE MATERIALS CORPORATION	P.O. BOX 73012 NEWNAN, GA 30265	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/04/2010	\$0.00
THOMAS & BETTS POWER SOLUTIONS, LLC DBA JT PACKARD	ATTN: LEGAL 275 INVESTMENT COURT VERONA, WI 53593	Independent Contractor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/03/2012	\$0.00
THOMAS AND THORNGREN, INC.	1 VANTAGE WAY, SUITE A105 NASHVILLE, TN 37228	Service Agreement, and any related amendments, modifications, renewals, and extensions thereto	\$4,200.00
THOMAS, BILL	201 GENTRY LANE BRISTOL, TN 37620	Offer of employment, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/17/2013	\$0.00
TIER HOLDINGS, LLC	JOSEPH J. MADRAK JR., PRESIDENT/CEO 5745 LINCOLN HIGHWAY GAP, PA 17527	Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/23/2011	\$0.00
TIGERT COMPANY INC. DBA AFFILIATE POWER SERVICES	ATTENTION: JEFF TIGERT 2135 INDUSTRIAL STREET LANCASTER, TX 75134-3400	Independent Contractor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/21/2012	\$0.00
TIMCAL LTD.	MR. MICHAEL SPAHR, SENIOR VP R&D 6743 BODIO, SWITZERLAND	Confidential Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/20/2009	\$0.00
TIME WARNER CABLE INC.	ATTENTION: STRATEGIC PROCUREMENT 7800 CRESCENT EXECUTIVE DR. CHARLOTTE, NC 28217	Master Purchase Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/15/2011	\$0.00
TIME WARNER CABLE, INC.	ATTENTION: STRATEGIC PROCUREMENT 7800 CRESCENT EXECUTIVE DRIVE CHARLOTTE, NC 28217	Master Purchase Agreement, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
TITAN SPEED ENGINEERING, INC.	13001 TREE RANCH ROAD OJAI, CA 93023	Agreement to settle trademark dispute, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/22/1997	\$0.00
TITAN TRANSFER, INC.	ATTN: J. ROBERTS 1200 STANLEY BLVD. SHELBYVILLE, TN 37162	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/25/2011	\$0.00
TLC CERTIFICATION CENTRE	ATTN: CHANGJIANG TIAN/SENIOR ENGINEER NO. 28 XINJIEKOUWAI STREET BEIJING, 100088, CHINA	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/15/2013	\$0.00
T-MOBILE WIRELESS	ATTN: SHERYL YARBROUGH 974 HONEYSUCKLE LANE TEMPLE, GA 31079	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/19/2013	\$0.00
TOMMY NOBIS CENTER, INC.	MIKE DANIELS 7000 COBB INTERNATIONAL BLVD KENNESAW, GA 30152	Disposal of Scrap Electronic Equipment, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/18/2013	\$0.00
TOPSOURCE, LLC	3 BATTERY MARCH PARK, 4TH FLOOR QUINCY, MA 02169	Rebate Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/01/2012	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
TOUCHSTONE RESEARCH LABORATORY	ATTN: BRIAN JOSEPH, PRESIDENT AND COO THE MILLENIUM CENTER 1142 MIDDLECREEK RD. TIADELPHIA, WV 26059	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/13/2009	\$0.00
TOYOTA INDUSTRIAL EQUIPMENT MFG., INC.	BRUCE NOLTING, VP 5555 INWOOD DRIVE COLUMBUS, IN 47202	OEM Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/10/2013	\$0.00
TOYOTA INDUSTRIAL EQUIPMENT MFG., INC.	C. BRUCE NOLTING 5555 INWOOD DRIVE COLUMBUS, IN 47202	OEM Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/18/2010	\$0.00
TOYOTA LIFT OF LOS ANGELES	12907 IMPERIAL HWY SANTA FE SPRINGS, CA 90670	Independent Contractor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/06/2012	\$0.00
TRACTOR SUPPLY CO. OF TEXAS, LP	200 POWELL PLACE BRENTWOOD, TN 37027	Vendor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/01/2010	\$0.00
TRAILMOBILE CORPORATION	ATTN: EDWARD WANANDI ONE CONWAY PARK 100 N. FIELD DRIVE, SUITE 355 LAKE FOREST, IL 60045	Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/07/2007	\$0.00
TRAILMOBILE CORPORATION	ATTN: EDWARD WANANDI ONE CONWAY PARK 100 N. FIELD DRIVE, SUITE 355 LAKE FOREST, IL 60045-2514	Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/10/2006	\$0.00
TRAILMOBILE CORPORATION	ATTN: EDWARD WANANDI, CHAIRMAN ONE CONWAY PARK 100 N. FIELD DRIVE, SUITE 355 LAKE FOREST, IL 60045	Confidentiality Agreement - Exide Australia Pty Ltd, Exide Technologies Ltd, Exide Technologies, Trailmobile Corporation, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
TRANCO LOGISTICS LLC	ATTN: BRUCE TRANTHAM 3101 ALTON PARK BLVD. CHATTANOOGA, TN 37401	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/21/2013	\$0.00
TRANS AUDIT, INC.	ATTN: VIKKI L. VAN VLIET 5962 ROBBS DRIVE CUMMING, GA 30041	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/25/2011	\$0.00
TRANS DYNAMICS, INC.	ATTN: KIM WILKERSON PO BOX 956968 DULUTH, GA 30095	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/06/2013	\$0.00
TRANS INTERNATIONAL TRUCKING AND DISTRIBUTION	ATTN: DAN DANIEL 401 WESTMONT DRIVE SAN PEDRO, CA 90731	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/06/2013	\$0.00
TRANS WORLD FREIGHT SERVICES, INC.	7022 BRENTWOOD DR., NE CEDAR RAPIDS, IA 52402	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/15/2012	\$0.00
TRANSAM CARRIERS INC.	ATTN: DMITRI PROTAS 8500A KEELE ST. CONCROD, ON L4K 2A6 CANADA	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/30/2012	\$0.00
TRANSERVICE LOGISTICS INC.	C/O KELLEY DRYE & WARREN LLP ATTN JAMES S CARR, ESQ 101 PARK AVE NEW YORK, NY 10178	Letter of Understanding for Transportation Services, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/10/2010	\$300,000.00
TRANSERVICE LOGISTICS INC.	C/O KELLEY DRYE & WARREN LLP ATTN JAMES S CARR, ESQ 101 PARK AVE NEW YORK, NY 10178	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/13/2013	\$0.00
TRANSGROUP WORLDWIDE LOGISTICS	ATTN: MICHAEL BLACKBURN 1100 COURTNEYPARK DRIVE EAST, UNIT 1 MISSISSAUGA, ON L5T 1L7 CANADA	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/02/2012	\$0.00
TRANS-MATIC MANUFACTURING COMPANY	ATTN: MARK SOUTHWELL, VP OF SALES AND MARKETING 300 E. 48TH ST. HOLLAND, MI 49423	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/15/2012	\$0.00
TRANSPERFECT	THREE PARK AVE, 39TH FLOOR NEW YORK, NY 10016	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/04/2009	\$0.00
TRANSPPLACE TEXAS, LP	ATTN: CFO 3010 GAYLORD PARKWAY, SUITE 200 FRISCO, TX 75304	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/01/2013	\$0.00
TRANSPORT CORP OF AMERICA, INC.	ATTN: MARKETING DEPARTMENT 1715 YANKEE DOODLE ROAD EAGAN, MN 55121	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/23/2011	\$0.00
TRANSPORTATION COMMODITIES, INC	4950 TRIGGS STREET COMMERCE, CA 90022	NationaLease Vehicle Lease and Service Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/16/2006	\$2,059.40
TRANSPORTATION PRODUCT SALES COMPANY, INC.	618 CEPI DRIVE, SUITE B CHESTERFIELD, MO 63005	Manufacturer's Representative Agreement - Power Control/Railroad Canada, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/01/2001	\$0.00
TRANSPORTATION PRODUCT SALES COMPANY, INC.	618 CEPI DRIVE, SUITE B CHESTERFIELD, MO 63005	Manufacturer's Representative Agreement - Power Control/Railroad Mexico, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/01/2001	\$0.00

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TRANSPORTATION PRODUCT SALES COMPANY, INC.	618 CEPI DRIVE, SUITE B CHESTERFIELD, MO 63005	Manufacturer's Representative Agreement - Power Control/Railroad United States, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/01/2001	\$0.00
TRANSPORTATION PRODUCT SALES COMPANY, INC.	84 HUBBLE DRIVE, SUITE 500 O'FALLON, MO 63368	Manufacturer's Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/27/2009	\$0.00
TRANSPORTATION PRODUCTS SALES	13100 MANCHESTER RD. STE. 140 ST. LOUIS, MO 63131	Manufacturer's Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/08/1993	\$0.00
TRANSPORTATION PRODUCTS SALES COMPANY	ATTN: TAMMY BAKKER 84 HUBBLE DRIVE, SUITE 500 O'FALLON, MO 63368	Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/08/2013	\$0.00
TRAVEL AND TRANSPORT, INC.	KEVIN M. O'MALLEY AND MICHAEL J. KING 2120 SOUTH 72ND STREET, SUITE 700 OMAHA, NE 68124	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/03/2011	\$0.00
TRAVEL INCORPORATED	ATTN: TONY PETER, SENIOR VP 4355 RIVER GREEN PARKWAY DULUTH, GA 30096	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/03/2011	\$0.00
TRAVELOCITY BUSINESS	ATTN: PRESIDENT 3150 SABRE DRIVE SOUTHLAKE, TX 76092	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/08/2011	\$0.00
TRI CITY INDUSTRIAL POWER	915 NORTH MAIN STREET MIAMISBURG, OH 45342	Manufacturer's Representative Agreement (IN) - Stationary Batteries for Power Control, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/01/1997	\$0.00
TRI CITY INDUSTRIAL POWER	915 NORTH MAIN STREET MIAMISBURG, OH 45342	Manufacturer's Representative Agreement (IN) - Stationary Batteries for Telecommunications, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/01/1997	\$0.00
TRI CITY INDUSTRIAL POWER	915 NORTH MAIN STREET MIAMISBURG, OH 45342	Manufacturer's Representative Agreement (KY) - Stationary Batteries for Telecommunications, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/01/1997	\$0.00
TRI CITY INDUSTRIAL POWER	915 NORTH MAIN STREET MIAMISBURG, OH 45342	Manufacturer's Representative Agreement (KY) - Stationary Batteries for Power Control, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/01/1997	\$0.00
TRI CITY INDUSTRIAL POWER	915 NORTH MAIN STREET MIAMISBURG, OH 45342	Manufacturer's Representative Agreement (OH) - Stationary Batteries for Power Control, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/01/1997	\$0.00
TRI CITY INDUSTRIAL POWER	915 NORTH MAIN STREET MIAMISBURG, OH 45342	Manufacturer's Representative Agreement (OH) - Stationary Batteries for Telecommunications, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/01/1997	\$0.00
TRI-CITY INDUSTRIAL POWER	915 NORTH MAIN ST. MIAMISBURG, OH 45342	Manufacturer's Representative Agreement (OH) - Stationary Batteries for Power Control, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/02/2009	\$0.00
TRI-CITY INDUSTRIAL POWER, INC.	ATTENTION: ART VETTER 915 N. MAIN STREET MIAMISBURG, OH 45342	Manufacturer's Representative Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/17/2000	\$0.00
TRINITY TECHNOLOGIES CORPORATION	ATTN: MR. SHIRAZ JAFFER 36 WASHINGTON STREET, SUITE 120 WELLESLEY HILLS, MA 02481	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/16/2009	\$0.00
TRIPLE CROWN INVESTMENTS, LLC	PO BOX 910 ALEXANDER, AR 72002	Lease Agreement with respect to property located at 16220 Alexander Rd., Suite A, Alexander, AR 72002, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/19/1996	\$0.00
TROJAN BATTERY COMPANY	12380 CLARK STREET SANTA FE SPRINGS, CA 90670	Deed of Settlement, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
TTS WORLDWIDE LLC	ATTN: ALAN BAER 1979 MARCUS AVE. SUITE 210 LAKE SUCCESS, NY 11042	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/12/2012	\$0.00
TUDOR INDIA LIMITED	PLOT NO.10-1, KAMALPUR, N.H.NO.8, PRANTIJI- 383205 SABARKANTHA, GUJARAT, INDIA	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2011	\$0.00
TUDOR INDIA, LTD.	PLOT 10/1, KAMALPUR NH-8, PRANTIJI, 383205 SABARKHATA DISTRICT GUJARAT, INDIA	Trademark Sublicense Agreement, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
TULIP	PO BOX 534127 PITTSBURGH, PA 15253-4127	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/15/2013	\$0.00
TVH PARTS CO.	16355 SOUTH LONE ELM ROAD OLATHE, KS 66062	Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/20/2012	\$0.00
U.S. XPRESS, INC.	ATTN: LEGAL DEPARTMENT, CONTRACT ADMINISTRATION 4080 JENKINS ROAD CHATTANOOGA, TN 37421	Mutual Confidentiality and Non-disclosure agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/25/2011	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
UGL SERVICES EQUIS OPERATIONS CO.	ATTN: OFFICE OF THE GENERAL COUNSEL 161 N. CLARK STREET, SUITE 2400 CHICAGO, IL 60601	Mutual Confidentiality and Non-disclosure agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/21/2012	\$0.00
ULTRAMAR TRAVEL MANAGEMENT	ATTN: EVAN FRIEDMAN 14 E. 47TH STREET, 5TH FLOOR NEW YORK, NY 10017	Mutual Confidentiality and Non-disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/03/2011	\$0.00
UNI- SELECT	MICHEL LAVERDURE CORPORATE PURCHASING 290 BOULEVARD INDUSTRIEL BOUCHERVILLE, QC J4B 2X4 CANADA	Exclusive Proposal, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
UNICOM SYSTEMS, INC.	UNICOM PLAZA, SUITE 310 15535 SAN FERNANDO MISSION BLVD. MISSION HILLS, CA 91345	Software Systems License Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/26/1996	\$0.00
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY AND KANSAS CITY, KANSAS	701 NORTH 7TH STREET. ATTN: MR. GEORGE BRAJKOVIC KANSAS CITY, KS 66101	Purchase of 3015 Fairfax Trafficway, Kansas City, KS 66115, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/12/2010	\$0.00
UNION PACIFIC RAILROAD	ATTN: REAL ESTATE FOLDER 2565-12 1400 DOUGLAS STREET, MAIL STOP 1690 OMAHA, NE 68179	Industry Track Contract - Audit Number 62355, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/26/1945	\$0.00
UNION PACIFIC RAILROAD COMPANY	ATTN LEGAL DEPARTMENT 1400 DOUGLAS STREET OMAHA, NE 68179	Letter of Intent, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/27/2012	\$0.00
UNIONBAT S.A.	AV. PTE. JUAN DOMINGO PERON N° 4670 (1650) SAN MARTIN BUENOS AIRES, ARGENTINA	1st Amendment to Trademark License Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/26/2011	\$0.00
UNIONBAT S.A.	AV. PTE. JUAN DOMINGO PERON N° 4670 (1650) SAN MARTIN BUENOS AIRES, ARGENTINA	Trademark License Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/01/2006	\$0.00
UNI-SELECT	ATTN: MICHEL LAVERDURE, VICE PRESIDENT, CORPORATE PURCHASING 170 BOUL INDUSTRIEL BOUCHERVILLE, QC J4B 2X3 CANADA	Extension of Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/25/2012	\$0.00
UNI-SELECT CANADA	MICHEL LAVERDURE - VICE PRESIDENT 290 BOULEVARD INDUSTRIEL BOUCHERVILLE, QC J4B 2X4 CANADA	Customer Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/16/2010	\$0.00
UNISOURCE WORLDWIDE INC.	ATTN: RYAN STONEBROOK 6600 GOVERNORS LAKE PARKWAY NORCROSS, GA 30071	Mutual Confidentiality and Non-disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/31/2011	\$0.00
UNITED DEFENSE, L.P.	LEA HERRERA 1100 BAIRS ROAD PO BOX 15512 YORK, PA 17405	UDLP's Non-Disclosure agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 06/15/2005	\$0.00
UNITED HEALTHCARE INSURANCE COMPANY	450 COLUMBUS BOULEVARD HARTFORD, CT 06115-0150	Administrative Services Agreement for medical services/health benefits., and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/26/2007	\$0.00
UNITED LITHIUM SYSTEMS	ATTN: W. MOLL 1000 MANSELL EXCHANGE WEST, SUITE 350 ALPHARETTA, GA 30022	Mutual Confidentiality and Non-disclosure agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/08/2007	\$0.00
UNITED PARCEL SERVICE, INC.	55 GLENLAKE PARKWAY NE ATLANTA, GA 30328	Mutual Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/01/2013	\$0.00
UNITED STATES POSTAL SERVICE	ATTN: PAUL GEHRKE VEHICLES, DELIVERY AND INDUSTRIAL EQUIPMENT CMC 3190 SOUTH 70TH STREET, RM 601 PHILADELPHIA, PA 19153-9990	Agreement (3DVIE-12-B-0017), and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 05/01/2012	\$0.00
UNITED STATES, ON BEHALF OF THE ENVIRONMENTAL PROTECTION AGENCY AND ON BEHALF OF THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION	UNITED STATES ENVIRONMENTAL & NATURAL RESOURCES DIVISION U.S. DEPARTMENT OF JUSTICE DOJ FILE NO. 90-11-2-07802 P.O. BOX 7611 WASHINGTON, DC 2004-7611 ENVIRONMENTAL PROTECTION AGENCY OFFICE OF ENFORCEMENT AND COMPLIANCE ASSURANCE U.S. ENVIRONMENTAL PROTECTION AGENCY EXIDE BANKRUPTCY 401 M STREET, S.W. - MAIL CODE 2272A WASHINGTON, DC 20460 NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NOAA OFFICE OF GENERAL COUNSEL EXIDE BANKRUPTCY 1315 EAST WEST HIGHWAY, SUITE 15107 SILVER SPRING, MD 20910	Settlement Agreement (2011), and any related amendments, modifications, renewals, and extensions thereto	\$0.00

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UNITED STEEL, PAPER & FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO, CLC, LOCAL 6996	5 GATEWAY CTR PITTSBURGH, PA 15222	Union Contract, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 09/12/2011	\$0.00
UNITED STEEL, PAPER, FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (USW) AFL-CIO-CLC	LOCAL NO. 9518 FIVE GATEWAY CENTER PITTSBURGH, PA 15222	Union Contract, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 02/21/2010	\$0.00
UNITEDHEALTHCARE INSURANCE COMPANY	450 COLUMBUS BOULEVARD HARTFORD, CT 06115-0150	Amendment to the Administrative Services Agreement., and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/19/2010	\$0.00
UPPER EGYPT ELECTRICITY PRODUCTION COM	ATTN: LEGAL DEPARTMENT EL KORYMAT POWERSTATION EL SAFF ROAD GIZA, EGYPT	Mutual Confidentiality and Non-Disclosure Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/05/2013	\$0.00
UPS PROFESSIONAL SERVICES, INC.	55 GLENLAKE PARKWAY NE ATLANTA, GA 30328	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/11/2013	\$0.00
URBAN LAND OF NEVADA, INC.	3271 S HIGHLAND DRIVE LAS VEGAS, NV 89109	Lease Agreement with respect to property located at 4216 North Pecos Rd., Suite 106, Las Vegas, NV 89115, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/12/2002	\$0.00
US BATTERY	1675 SAMPSON AVE. CORONA, CA 92879	Mutual Confidentiality and Non-disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/22/2013	\$0.00
USA TRUCK, INC.	ATTN: CORPORATE LEGAL 3200 INDUSTRIAL PARK ROAD VAN BUREN, AR 72956	Mutual Confidentiality and Non-disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/25/2011	\$0.00
USF HOLLAND INC.	ATTN: PRICING & YIELD MANAGEMENT 750 EAST 40TH STREET HOLLAND, MI 49423	Mutual Confidentiality and Non-disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/11/2013	\$0.00
UTI, UNITED STATES, INC.	ATTENTION: GENERAL COUNSEL 100 OCEANGATE, SUITE 1500 LONG BEACH, CA 90802	Mutual Confidentiality and Non-disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/12/2012	\$0.00
VANFAB, INC.	1 CENTER ST. UNION HILL, IL 60969	Mutual Confidentiality and Non-disclosure agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/15/2012	\$0.00
VANFAB, INC.	GRANT VANVORST 1 CENTER ST. UNION HILL, IL 60969	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/14/2013	\$0.00
VECTREN ENERGY DELIVERY OF INDIANA - NORTH	ATTN: GENERAL COUNSEL ONE VECTREN SQUARE EVANSVILLE, IN 47708	Gas Service Agreement Number 2451301, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 04/01/2013	\$0.00
VELOCITY TECHNOLOGY SOLUTIONS III, INC.	CONTRACTS ADMINISTRATION 850 3RD AVE FL 10 NEW YORK, NY 10022	EnterpriseOne Application Management Services - Change Order 7, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/16/2012	\$0.00
VELOCITY TECHNOLOGY SOLUTIONS III, INC.	CONTRACTS ADMINISTRATION 850 3RD AVE FL 10 NEW YORK, NY 10022	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/05/2012	\$0.00
VELOCITY TECHNOLOGY SOLUTIONS III, INC.	VELOCITY TECHNOLOGY SOLUTIONS III, INC. 850 3RD AVENUE, 10TH FLOOR NEW YORK, NY 10022	Amendment No. 1 to Master Service Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/23/2013	\$238,017.36
VELOCITY TECHNOLOGY SOLUTIONS, INC.	850 THIRD AVE., 10TH FLOOR NEW YORK, NY 10022	Service Agreement - World Hosting/Infrastructure Services, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/21/2012	\$0.00
VEOLIA ES TECHNICAL SOLUTIONS LLC	ATTN: GENERAL COUNSEL 700 BUTTERFIELD RD. LOMBARD, IL 60148	Mutual Confidentiality & Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/21/2010	\$0.00
VERDIGRIS CAPITAL	ATTENTION: WALTER S. HOWES, MANAGING PARTNER 1350 BEVERLY ROAD, SUITE 115 MCLEAN, VA 22101	Confidentiality agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/01/2009	\$0.00
VERIZON CORPORATE SERVICES GROUP INC.	MICHAEL VARGAS ONE VERIZON WAY BASKING RIDGE, NJ 7920	3rd Amendment to Master Purchase Agreement (of 11/4/04)., and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/15/2011	\$0.00
VERIZON CORPORATE SERVICES GROUP, INC.	ATTN: MARSHALL BAILEY ONE VERIZON PLACE MAIL CODE GA2A 1PRO ALPHARETTA, GA 30004	Amendment No. 1 to Product Purchase Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/25/2010	\$0.00
VERIZON CORPORATE SERVICES GROUP, INC.	MARSHAL BAILEY ONE VERIZON WAY BASKING RIDGE, NJ 07920	Letter of Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/14/2011	\$0.00
VERIZON CORPORATE SERVICES GROUP, INC.	ONE VERIZON WAY BASKING RIDGE, NJ 07920	Replication Agreement , and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/15/2010	\$0.00
VERIZON NETWORK INTEGRATION CORP.	MICHELLE A. ARRINGTON 52 EAST SWEDESFORD ROAD FRAZER, PA 19355	Master Purchase Terms and Conditions, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/09/2004	\$0.00

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VERIZON SERVICES CORP.	ATTENTION: SOURCING PROCESS LEADER - POWER 2400 NORTH GLENNVILLE BLVD. RICHARDSON, TX 75082	Product Purchase Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/02/2009	\$0.00
VERMONT TRANSCO LLC	ATTENTION: RICK SHETTLES, CAPITAL PROJECTS PROCUREMENT MANAGER 366 PINNACLE RIDGE ROAD RUTLAND, VT 05701	Purchase and Sales Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/15/2013	\$0.00
VERTEX INC.	VERTEX INC. 1041 OLD CASSATT ROAD BERWYN, PA 19312	Software License Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/19/2002	\$0.00
VIHAAN NETWORKS LIMITED	ATTN: HEAD LEGAL UDYOG VIHAR, 21 B, SECTOR-18 GURGAON, 122015 INDIA	Mutual Confidentiality and Non-disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/31/2010	\$0.00
VIKING ENERGY MANAGEMENT	ATTN: BRYANT LEE 13860 BALLANTYNE CORP. PLACE, SUITE 160 CHARLOTTE, NC 28277	Mutual Confidentiality and Non-disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/13/2007	\$0.00
VIPAR HEAVY DUTY	ATTN: STEPHEN R. CROWLEY, PRESIDENT & CEO 760 MCARDLE, SUITE D CRYSTAL LAKE, IL 60014	Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/19/2012	\$0.00
VIRIDITY ENERGY, INC.	ATTN: LEGAL & REGULATORY AFFAIRS 100 WEST ELM STREET, SUITE 410 CONSHOHOCKEN, PA 19428	Mutual Confidentiality and Non-disclosure agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/07/2010	\$0.00
VISCA POWER SUPPLY MANUFACTORY CO., LTD.	YOUBU INDUSTRY AREA LANXI CITY, ZHENJIANG, CHINA	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/20/2013	\$0.00
VISION SERVICE PLAN ("VSP")	3091 GOVERNORS LAKE DRIVE SUITE 575 NORCROSS, GA 30071	Vision Services, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 01/01/2013	\$0.00
VITA THERMOPLASTIC COMPOUNDS LIMITED	DAVID HALL 1 KINGSLAND GRANGE WOOLSTON/WARRINGTON/CHESHIRE, WA1 4RA UNITED KINGDOM	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/21/2010	\$0.00
VMS, INC.	2097 EAST AURORA ROAD TWINSBURG, OH 44087	Confidentiality and non-disclosure agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/14/2011	\$0.00
VODAFONE PROCUREMENT COMPANY S.A R.L.	NINIAN WILSON 15, RUE EDWARD STEICHEN LUXEMBOURG GRAND DUCHY OF LUXEMBOURG L-2540	Mutual Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/31/2011	\$0.00
VRB POWER SYSTEMS INC.	ATTENTION: TIM HENNESSY 13955 BRIDGEPORT RD., SUITE 200 RICHMOND, BC V6V 1J6 CANADA	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/25/2008	\$0.00
VSS, LLC	ATTN: DAVID TRAXLER, PRESIDENT 303 BRAME RD. RIDGELAND, MS 39157	Mutual Confidentiality and Non-disclosure agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/06/2010	\$0.00
VULCAN GLOBAL MANUFACTURING SOLUTIONS, INC.	ATTN: DAN HENKHAUS 1400 WEST PIERCE ST. MILWAUKEE, WI 53204	Mutual Confidentiality and Non-disclosure agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/20/2013	\$0.00
WALLER LOGISTICS, INC.	ATTN: JIM WALLER 400 SOUTH MCCLEARY RD. EXCELSIOR SPRINGS, MO 64024	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/15/2012	\$0.00
WAL-MART CANADA CORP.	1940 ARGENTIA RD MISSISSAUGA, ON L5N 1P9 CANADA	Customer Agreement, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
WAL-MART SORES EAST, LP	JOEL MARPE, VICE PRESIDENT LOGISTICS ADMINISTRATION 601 N. WALTON BLVD., MS-L07 BENTONVILLE, AR 72716-0710	Equipment Sales and Service Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/01/2010	\$0.00
WAL-MART STORE PLANNING	2001 SOUTH EAST 10TH STREET BENTONVILLE, AK 72712	Customer Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/14/1999	\$0.00
WAL-MART STORES EAST, LP	601 N. WALTON BLVD., MS-L07 BENTONVILLE, AR 72716-0710	Customer Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/20/2012	\$0.00
WAL-MART STORES EAST, LP	601 N. WALTON BLVD., MS-L07 BENTONVILLE, AR 72716-0710	Equipment Sales and Service Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/01/2004	\$0.00
WAL-MART STORES EAST, LP	601 N. WALTON BLVD., MS-L07 BENTONVILLE, AR 72716-0710	Equipment Sales and Service Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/16/2011	\$0.00
WAL-MART STORES INC.	ATTENTION: MURIEL MCSWEENY 2001 S.E. 10TH ST. BENTONVILLE, AR 72712-0550	Vendor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 03/01/2005	\$0.00
WAL-MART STORES INC.	ATTENTION: MURIEL MCSWEENY 2001 S.Z. 10TH ST. BENTONVILLE, AR 72712-0550	Vendor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/21/2006	\$0.00
WAL-MART STORES, INC.	2001 S.E. 10TH ST. BENTONVILLE, AR 72712	Vendor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/01/2002	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
WAL-MART STORES, INC.	2001 SE 10TH ST. BENTONVILLE, AR 72116	Vendor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 08/27/2001	\$0.00
WAL-MART STORES, INC.	2001 SOUTH EAST 10TH ST. BENTONVILLE, AK 72716	Vendor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/14/1999	\$0.00
WAL-MART STORES, INC.	311 NORTH WALTON BENTONVILLE, AK 72716	Vendor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/25/1999	\$0.00
WAL-MART STORES, INC.	702 S.W. 8TH ST. BENTONVILLE, AK 72716	Vendor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 01/01/2000	\$0.00
WAL-MART STORES, INC.	702 S.W. 8TH ST. BENTONVILLE, AR 72716	Vendor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/28/1999	\$0.00
WAL-MART STORES, INC.	702 S.W. 8TH ST. BENTONVILLE, AR 72716	Walmart's "Standards for Vendors" Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/18/2002	\$0.00
WAL-MART STORES, INC.	702 S.W. 8TH STREET BENTONVILLE, AR 72716	Letter w/ revisions to vendor agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/18/2002	\$0.00
WAL-MART STORES, INC.	702 SW 8TH ST. BENTONVILLE, AR 72716	Vendor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/01/1998	\$0.00
WAL-MART STORES, INC.	ATTENTION: MURIEL MCSWEENEY 2001 S.E. 10TH ST. BENTONVILLE, AR 72712	Vendor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/14/2003	\$0.00
WAL-MART STORES, INC.	ATTN LEGAL DEPARTMENT 702 SOUTHWEST 8TH STREET BENTONVILLE, AR 72716	Customer Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/20/2001	\$0.00
WAL-MART STORES, INC.	ATTN LEGAL DEPARTMENT 702 SOUTHWEST 8TH STREET BENTONVILLE, AR 72716	Customer Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/24/1999	\$0.00
WAL-MART STORES, INC.	ATTN LEGAL DEPARTMENT 702 SOUTHWEST 8TH STREET BENTONVILLE, AR 72716	Customer Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/26/1999	\$0.00
WAL-MART STORES, INC.	ATTN LEGAL DEPARTMENT 702 SOUTHWEST 8TH STREET BENTONVILLE, AR 72716	Customer Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/07/2000	\$0.00
WAL-MART STORES, INC.	ATTN LEGAL DEPARTMENT 702 SOUTHWEST 8TH STREET BENTONVILLE, AR 72716	Vendor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/22/2002	\$0.00
WAL-MART STORES, INC.	ATTN: VENDOR MASTER 1108 S.E. 10TH ST. BENTONVILLE, AR 72716-0680	Supplier Agreement, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
WALTON AND COMPANY	BILL VERVAELE 1800 INDUSTRIAL HWY YORK, PA 17402	Independent Contractor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/11/2012	\$0.00
WASTE MANAGEMENT, INC.	7320 HALL ST. ST. LOUIS, MO 63147-2606	Service Agreement Non-Hazardous Waster Service Summary, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/19/2013	\$0.00
WATER GREMLIN COMPANY	ROBERT NEAL 1610 WHITAKER AVENUE WHITE BEAR, MN 55110	Mutual Confidentiality and Non-disclosure agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/15/2013	\$0.00
WATSON MECHANICAL SERVICES, INC.	1743 DALLAS DR. BATON ROUGE, LA 70806	HVAC Maintenance Proposal, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/13/2010	\$0.00
WE ENERGY ENTERPRISE INC.	DOUGLAS WILLIAMS, PRESIDENT 15945 W. 13 MILE RD. SOUTHFIELD, MI 48076	Mutual Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/09/2010	\$0.00
WEBFILINGS, LLC	MIKE SELBERG 2625 N. LOOP DRIVE, SUITE 2105 AMES, IA 50010	Master Subscription and Services Order and Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/29/2012	\$0.00
WEGMANN AUTOMOTIVE	RUDOLF-DIESEL-STRAÙE 6 VEITSHÖCHHEIM, 97209 GERMANY	Mutual Confidentiality and Non-disclosure agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/09/2012	\$0.00
WELCH ALLYN, INC.	ATTENTION: ELECTRONICS COMMODITY MANAGER 4341 STATE STREET ROAD PO BOX 220 SKANEATELES FALLS, NY 13153-0220	Vendor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/04/2011	\$0.00
WELLS FARGO FINANCIAL CAPITAL FINANCE	300 TRI-STATE INTERNATIONAL SUITE 400 LINCOLNSHIRE, IL 60069	Forklift Lease, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/01/2010	\$0.00
WERNER ENTERPRISES, INC.	ATTN: DIRECTOR, CONTRACT ADMINISTRATION 14507 FRONTIER ROAD OMAHA, NE 68138	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/25/2011	\$0.00
WESCON PRODUCTS	2533 SOUTH WEST ST WICHITA, KS 67217	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/12/2010	\$0.00
WESER-METALL GMBH	JOHANNASTRASSE 2 26954 NORDENHAM GERMANY	Guaranty of Sales Contract - Lead, and any related amendments, modifications, renewals, and extensions thereto	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
WEST MICHIGAN BATTERY	ATTENTION: ED HIRSCHBERG 3227 UNION STREET WYOMING, MI 49508	Distributor Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/18/1993	\$0.00
WEST PUBLISHING CORPORATION	610 OPPERMAN DRIVE SAINT PAUL, MN 55123	Amendment No. 7 to Serengeti Tracker Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 07/27/2011	\$0.00
WESTCHESTER FIRE INSURANCE COMPANY	ATTN: FRANK KINNETT 225 W. WASHINGTON 6TH FLOOR CHICAGO, IL 60606	Increase Penalty Riders, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/24/2012	\$0.00
WESTCHESTER FIRE INSURANCE COMPANY	ATTN: FRANK KINNETT 436 WALNUT STREET PHILADELPHIA, PA 19106	Hazardous Waste Facility Financial Guarantee Bond, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/21/2011	\$0.00
WESTCHESTER FIRE INSURANCE COMPANY	ATTN: FRANK KINNETT 436 WALNUT STREET PHILADELPHIA, PA 19106	Payment Bond, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/15/2013	\$0.00
WESTCORE DELTA LLC	4435 EASTGATE MALL SUITE 300 SAN DIEGO, CA 92121	Lease Agreement with respect to property located at 1720 N. Market Blvd., Suite 100, Sacramento, CA 95834, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/27/2012	\$0.00
WESTERN EXPRESS INC.	PAUL WIECK 7135 CENTENNIAL PLACE NASHVILLE, TN 37209	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/20/2011	\$0.00
WESTLAND CORPORATION	DAVE LARSON 1735 S MAIZE RD. WICHITA, KS 67209	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/05/2009	\$0.00
WEX BANK	7090 UNION PARK CENTER SUITE 350 MIDVALE, UT 84047	Deposit Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/04/2013	\$0.00
WHITE PINE ANCASTER CAPITAL LIMITED / ALLAN DAVIS	2121 LAKESHORE #602 BURLINGTON, ON L7R 1C9 CANADA	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/19/2013	\$0.00
WILDMOR REALTY, INC.	SHAN W. MORRIS 3423 PIEDMONT ROAD, SUITE 100 ATLANTA, GA 30305	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/16/2012	\$0.00
WILSON VIZEU DE ALMEIDA	RUA FABIO LOPES DOS SANTOS LUZ, NO. 200, APT 52B SAO PAULO, 05717-230 BRAZIL	Services Rendering Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/30/2010	\$0.00
WIN-MAR FREIGHT MGMT INC.	ATTN: SCOTT DUNCAN 1008 REDONDA ST. BOX 1 GRP. 587. RR#5 WINNEPEG, MB R2C 2Z2 CANADA	Mutual Confidentiality and Non-disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/02/2012	\$0.00
WINSTANLEY PARTNERS, INC.	114 MAIN ST. LENOX, MA 1240	Mutual Confidentiality and Non-disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/16/2012	\$0.00
WIPRO LIMITED	GENERAL COUNSEL DODDAKANNELLI, SARJAPUR ROAD BANGALORE, 560-035 INDIA	Statement of Work, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
WIPRO LIMITED	GENERAL COUNSEL DODDAKANNELLI, SARJAPUR ROAD BANGALORE, 560-035 INDIA	Master Service Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/24/2007	\$0.00
WIPRO LIMITED	GENERAL COUNSEL DODDAKANNELLI, SARJAPUR ROAD BANGALORE, 560-035 INDIA	Statement of Work, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
WIRTZ MANUFACTURING COMPANY	ATTN: JOHN WIRTZ 1105 24TH ST. PORT HURON, MI 48060	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/30/2009	\$0.00
WOELCO LABELING SOLUTIONS, INC.	ATTN: PETRA WEISER 107 INFIELD COURT MOORESVILLE, NC 28117	Confidentiality and Non-Disclosure agreement., and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/12/2010	\$0.00
WOODLANDS PROPERTIES LLC	BARNEY A BEACH PO BOX 100576 BIRMINGHAM, AL 35210	Lease Agreement with respect to property located at 1910 B Woodland Industrial Dr., Trussville, AL, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/11/2004	\$0.00
WORLD FUEL SERVICES, INC.	9800 NW 41ST STREET, SUITE 400 MIAMI, FL 33178	Confidentiality and Non-Disclosure Agreement., and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/30/2009	\$0.00
WORLDWIDE BATTERY	9955 WESTPOINT DR STE 120 INDIANAPOLIS, IN 46256-3340	Confidentiality and Non-Disclosure agreement., and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/10/2012	\$0.00
WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	KIRK S. WEILER 7090 S UNION PARK CENTER STE 350 MIDVALE, UT 84047	Wright Express Fleet Business Charge Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/20/2011	\$0.00
WTS, INC.	THOMAS F. HUGHES 1100 OLIVE WAY STE 1100 SEATTLE, WA 98101-1870	IT Infrastructure Services, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/08/2011	\$0.00

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
WYNNCHURCH CAPITAL	TERRY THEODORE OF WYNNCHURCH CAPITAL 39400 WOODWARD AVE., SUITE 185 BLOOMFIELD HILLS, MI 48304	Confidentiality Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/13/2012	\$0.00
XIAN KAIMING ELECTRONICS TECHNOLOGY CO., LTD	ROOM 10801, UNIT 1, BLOCK A, JINQIAO INTL' SQUARE, NO.50 KEJI ROAD XI'AN, SHAANXI, CHINA	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
XL SPECIALTY INSURANCE COMPANY, INDIAN HARBOR INSURANCE COMPANY, GREENWICH INSURANCE COMPANY, AND THEIR AFFILIATES	SEAVIEW HOUSE, 70 SEAVIEW AVENUE STAMFORD, CT 06902-6040	All insurance policies, as amended or modified, issued at any time to the Debtor, its affiliates or predecessors of any of the foregoing and all agreements related thereto, as amended or modified	\$0.00
YACHT BATTERY COMPANY, LTD.	ROOM NO. 5F-1, NO. 212 PATEH ROAD SEC.3 TAIPEI, TAIWAN, PROVINCE OF CHINA	Indemnity Agreements, and any related amendments, modifications, renewals, and extensions thereto	\$0.00
YALE MATERIAL HANDLING GAMMON	1960 CONCOURSE DR ST LOUIS, MO 63146	Equipment Schedule, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/30/2010	\$0.00
YAMAHA MOTOR CORPORATION USA	ATTN: PARTS AND ACCESSORIES DEPT. 1270 CHANTAIN ROAD KENNESAW, GA 30144	Mutual Confidentiality and Non-disclosure Agreement., and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/17/2010	\$0.00
YBM DISTRIBUTION LTD.	ATTN: BILL DENTON 415 HORNER AVE. UNIT #7 TORONTO, ON M8W 2B2 CANADA	Mutual Confidentiality and Non-disclosure Agreement., and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/02/2012	\$0.00
YRC GLEN MOORE	ATTN: PRESIDENT 1711 SHEARER DRIVE CARLISLE, PA 17013	Mutual Confidentiality and Non-disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/31/2011	\$0.00
YRC INC.	ATTN: PYM A710 10990 ROE AVENUE OVERLAND PARK, KS 66211	Mutual Confidentiality and Non-disclosure Agreement., and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/18/2013	\$0.00
YUASA BATTERY	C/O MORGAN LEWIS & BOCKIUS LLP ATTN GLEN R STUART, PARTNER 1701 MARKET ST PHILADELPHIA, PA 19103	Trademark and Trade Name License Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/10/1991	\$0.00
YUASA GENERAL BATTERY CORPORATION	ATTN: ATSUTAKA MORIYA PO BOX 1262 READING, PA 19603	Titan Trademark Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/27/1986	\$0.00
YUSEN LOGISTICS (AMERICAS) INC.	ATTN: LEGAL COUNSEL 1900 CHARLES BRYAN ROAD, SUITE 250 CORDOVA, TN 38016	Mutual Confidentiality and Non-disclosure agreement., and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/12/2012	\$0.00
YUSEN LOGISTICS (AMERICAS) INC.	ATTN: LEGAL DEPARTMENT 1900 CHARLES BRYAN ROAD, SUITE 250 CORDOVA, TN 38016	Mutual Confidentiality and Non-disclosure Agreement., and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/02/2012	\$0.00
ZBB ENERGY CORPORATION	ATTN: OFFICE OF THE GENERAL COUNSEL N93 W14475 WHITTAKER WAY MENOMONEE FALLS, WI 53051	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/07/2010	\$0.00
ZEROBASE ENERGY, LLC	LIONEL JINGLES 505 PARK AVE. 21ST FLOOR NEW YORK, NY 10022	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 10/16/2009	\$0.00
ZHENGZHOU AMPERE OF ELECTRICAL TECHNOLOGY LIMITED COMPANY	ZHENG ZHON HIGH-TECH ZONE RUIDA ROAD 965 TECHNOLOGY PLAZA TWO ZHENGZHON, CHINA	Distribution Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/21/2012	\$0.00
ZURICH SUEZ CORP.		Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 04/03/2013	\$0.00

Exhibit 9.1-2 Disputed Executory Contracts and Unexpired Leases

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
AT&T SERVICES INC.	ATTN LEGAL DEPARTMENT ONE AT&T WAY BEDMINSTER, NJ 07921	Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/06/2012	Disputed
AT&T SERVICES INC.	ATTN: DIRECTOR - CONTRACTING & SOURCING 1277 LENOX PARK BOULEVARD, 7TH FLOOR ATLANTA, GA 30319	Customer Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/03/2013	Disputed
CINGULAR WIRELESS LLC	ATTN: SENIOR CONTRACT MANAGER FOR SUPPLIER'S ACCOUNT 5565 GLENRIDGE CONNECTOR ATLANTA, GA 30342	Master Supplier Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 10/30/2006	Disputed
CRICKET COMMUNICATIONS, INC.	ATTN: LEGAL DEPARTMENT; ATTN: PROCUREMENT 5887 COPLEY DRIVE SAN DIEGO, CA 92111	Mutual Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 02/17/2011	Disputed
HYPERION SOLUTIONS CORPORATION	ATTN: JANE A. KAUFFMAN 900 LONG RIDGE ROAD STAMFORD, CT 06902	Software License Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 12/18/1998	Disputed
J.D. EDWARDS	ONE TECHNOLOGY WAY DENVER, CO 80237	Software License, Services and Maintenance Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 02/27/2002	Disputed
J.D. EDWARDS WORLD SOLUTIONS CO.	GABRIELA CESARO 35 CORPORATE DRIVE, SUITE 250 BURLINGTON, MA 01803	Assignment & Consent Agreement, and any related amendments, modifications, renewals, and extensions thereto	Disputed
OM IMPIANTI S.R.L.	ATTN: JACOPO MAGGIANO VIA PAOLO VI, 61 24058 ROMANO DI LOMARDIA (BG), ITALY	Equipment Purchase Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 04/23/2012	Disputed
ORACLE AMERICA, INC.	MILLS FLEMING 1100 ABERNATHY RD. NE. SUITE 1120 ATLANTA, GA 30328	Mutual Confidentiality and Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/05/2010	Disputed
ORACLE AMERICA, INC.	VICE PRESIDENT 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065	Oracle License and Services Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 11/30/2011	Disputed
ROBERT BOSCH GMBH	ROBERT-BOSCH-PLATZ 1 GERLINGEN, 70839 GERMANY	Agreement on Quality, Occupational Health and Safety, Environmental Protection and Social Responsibility, and any related amendments, modifications, renewals, and extensions thereto	Disputed
ROBERT BOSCH LIMITADA	PAULO ROCCA, CARLOS PULICI VIA ANHANGÜERA KM 98 CAMPINAS, SÃO PAULO, BRAZIL	Customer Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/08/2011	Disputed
ROBERT BOSCH LIMITADA	VIA ANHANGUERA, KM 98 13065-900 CAMPINAS, SAN PAULO, BRAZIL	Battery Sales, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 01/03/2011	Disputed
ROBERT BOSCH LLC	DIRECTOR - PRODUCT MANAGEMENT, ENERGY SUPPLY 2800 SOUTH 25TH AVENUE BROADVIEW, IL 60155	Private Label Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 03/01/2008	Disputed
ROBERT BOSCH LLC	ODD JOERGENRUD, WOLFGANG HOFFMANN 2800 S. 25TH AVENUE BROADVIEW, IL 60155	Private Label Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 02/08/2012	Disputed
ROBERT BOSCH LLC	P.O. BOX 4601 CAROL STREAM, IL 60197	Second Amendment to the Private Label Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 11/07/2014	Disputed
ROBERT BOSCH LTDA	C/O WARNER NORCROSS & JUDD LLP ATTN GORDON J TOERING 111 LYON ST NW STE 900 GRAND RAPIDS, MI 49503	Agreement on Fire and Environmental Protection, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/08/2011	Disputed
ROBERT BOSCH LTDA.	BOSCH SERVICE CENTER RUA BLUMENAU, 953 BAIRRO AMÉRICA CEP: 89204251 – JOINVILLE - SC BRAZIL	Warranty and Liability, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/08/2011	Disputed

EXHIBIT B

(Redlines)

EXHIBIT 6.12

CERTIFICATE OF INCORPORATION AND BYLAWS

Exhibit 6.12-1

Certificate of Incorporation

This Exhibit is subject to all provisions of the Plan, including, without limitation, Section 15.4, pursuant to which the Debtor has reserved the right, subject to the terms and conditions of the Plan Support Agreement and the GUC Trust Settlement Agreement, to alter, amend, or modify the Plan under section 1127(a) of chapter 11 of Title 11 of the United States Code at any time prior to the Confirmation Date

~~DRAFT AS OF 3/4/15; SUBJECT TO REVISION AND MODIFICATION AS
AGREED AMONG THE DEBTOR, THE REQUIRED CONSENTING
CREDITORS AND THE REQUISITE BACKSTOP PARTIES~~
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

of

EXIDE TECHNOLOGIES

The undersigned, [Name of the Officer], certifies that [he/she] is the [Title of Officer] of Exide Technologies, a corporation organized and existing under the laws of the State of Delaware (the “Corporation”), and does hereby further certify as follows:

(1) The name of the Corporation is Exide Technologies.

(2) The name under which the Corporation was originally incorporated was ESB Incorporated and the original Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on November 23, 1966.

(3) This Amended and Restated Certificate of Incorporation was duly adopted in accordance with the provisions of Sections 242, 245 and 303 of the General Corporation Law of the State of Delaware (“DGCL”), pursuant to the authority granted to the Corporation under Section 303 of the DGCL to put into effect and carry out the ~~Third~~ Second-Amended Plan of Reorganization of the Corporation dated as of [____], 2015 under chapter 11 of Title 11 of the United States Code, as confirmed on [____], 2015 by order (the “Order”) of the United States Bankruptcy Court for the District of Delaware (Case No. 13-11482 (KJC)). Provision for the making of this Amended and Restated Certificate of Incorporation is contained in the Order.

(4) The text of the Amended and Restated Certificate of Incorporation of the Corporation as amended hereby is restated to read in its entirety, as follows:

1. Name. The name of the corporation is Exide Technologies (the “Corporation”).

2. Address; Registered Office and Agent. The address of the Corporation's registered office is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, in the county of New Castle; and the registered agent at such address is The Corporation Trust Company.

3. Purposes. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware ("DGCL").

4. Capital Stock.

4.1 The total number of shares of all classes of stock that the Corporation shall have authority to issue is (A): [____] shares, divided into [____] shares of Common Stock, with the par value of \$[0.01] per share (the "Common Stock"), and (B) [____] shares of Preferred Stock, with the par value of \$[0.01] per share (the "Preferred Stock"). The authorized number of shares of any class of stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote, and no separate vote of such class of stock the authorized number of which is to be increased or decreased shall be necessary to effect such change.

4.2 The Board of Directors of the Corporation (the "Board") is

hereby authorized, by resolution or resolutions thereof, to provide, out of the unissued shares of Preferred Stock, for series of Preferred Stock and, with respect to each such series, to fix the number of shares constituting such series and the designation of such series, the voting and other powers (if any) of the shares of such series, and the preferences and any relative, participating, optional or other special rights and any qualifications, limitations or restrictions thereof, of the shares of such series. The powers, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding.

4.3 Except as may otherwise be provided in this Certificate of Incorporation or by applicable law, each holder of Common Stock, as such, shall be entitled to one vote for each share of Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote. Except as may otherwise be provided in this Certificate of Incorporation (including any certificate filed with the Secretary of State of the State of Delaware establishing the terms of a series of Preferred Stock in accordance with Section 4.2) or by applicable law, no holder of any series of Preferred Stock, as such, shall be entitled to any voting powers in respect thereof.

4.4 Subject to applicable law and the rights, if any, of the holders of any outstanding series of Preferred Stock, dividends may be declared and paid on the Common Stock at such times and in such amounts as the Board in its discretion shall determine.

4.5 Upon the dissolution, liquidation or winding up of the Corporation, subject to the rights, if any, of the holders of any outstanding series of Preferred Stock, the holders of the Common Stock shall be entitled to receive the assets of the Corporation available for distribution to its ~~Stockholders~~stockholders ratably in proportion to the number of shares held by them.

4.6 All shares of Common Stock and Preferred Stock of the Corporation shall be subject to the rights, restrictions, limitations and other terms applicable to such shares pursuant to the certain Stockholders Agreement to be entered by and among the Corporation and its stockholders in accordance with that certain ~~Second~~Third Amended Plan of Reorganization of the Corporation dated as of [____], 2015 under chapter 11 of Title 11 of the United States Code, as confirmed on [____], 2015 by order of the United States Bankruptcy Court for the District of Delaware (Case No. 13-11482 (KJC)).

4.7 Prohibited Transfers.

4.7.1 Except with the prior written consent of the Board (which consent may be withheld in the sole discretion of the Board), no stockholder shall Transfer (hereinafter defined) any shares of Common Stock or Preferred Stock if the Board determines in its sole discretion that such Transfer would constitute a Restricted Transfer. A "Restricted Transfer" means any Transfer that (i) (A) would, if effected (after taking into account any other proposed Transfers that have been consented to by the Board but not yet made), result in the Corporation having 2,000 or more holders of record or 500 or more holders of record who are not "accredited investors" (as such concepts are defined for purposes of Section 12(g) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and any relevant rules promulgated thereunder) of any class of capital securities of the Corporation or (B) would, if effected, cause the Corporation to be required to register under the Exchange Act the class of Common Stock or Preferred Stock proposed to be Transferred, unless, in any such case, at the time of such Transfer such class of securities proposed to be Transferred was, prior to such proposed Transfer, already required to be registered under the Exchange Act, or (ii) would, if effected, result in such Common Stock or Preferred Stock being beneficially owned by a Competitor (hereinafter defined). Any Restricted Transfer purported to be effected without the consent of the Board and any Transfer purported to be effected without notice to the Corporation as required under Section 4.7.2 below shall, in each case, be null and void *ab initio*. For purposes of this

Section 4.7, (x) “Transfer” means any direct, indirect or synthetic sale, assignment, pledge, lease, hypothecation, mortgage, gift or creation of security interest, lien or trust (voting or otherwise) or other encumbrance or other disposition or transfer (by operation of law or otherwise, including by means of reference under a derivative, participation or similar contract or by the direct, indirect or synthetic transfer or issuance of equity securities of any entity) of any share of Common Stock or Preferred Stock, and (y) “Competitor” means any person or entity engaged in any business that is at the time being engaged by the Corporation or any of its subsidiaries or any business that is determined by the Board, in its sole discretion, to be competitive therewith.

4.7.2 Notwithstanding anything to the contrary in this Amended and Restated Certificate of Incorporation, (a) in addition to any other required notice provisions applicable to stockholders of the Corporation, at least ten (10) days prior to any Transfer, any stockholder intending to make a Transfer shall deliver a written notice to the Corporation disclosing in reasonable detail the class of Common Stock or Preferred Stock proposed to be transferred, the number of shares of Common Stock or Preferred Stock proposed to be Transferred, the terms and conditions of the proposed Transfer and the identity and line of business of the prospective transferee(s), and (b) no Stockholder shall consummate any Transfer unless and until the Board determines in its sole discretion that such Transfer would not constitute a Restricted Transfer or the Board otherwise consents to such Transfer.

5. Number of Directors; Election of Directors. The number of directors of the Corporation shall be as from time to time fixed by, or in the manner provided in, the By-Laws of the Corporation (the “By-laws”). Unless and except to the extent that the By-laws shall so require, the election of directors of the Corporation need not be by written ballot.

6. Limitation of Liability.

6.1 To the fullest extent permitted under the DGCL, as amended from time to time, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

6.2 Any amendment or repeal of the foregoing provision shall not adversely affect any right or protection of a director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such amendment or repeal.

7. Indemnification.

7.1 Right to Indemnification. The Corporation shall indemnify

and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a “Covered Person”) who was or is an authorized representative of the Corporation, and who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a “Proceeding”), by reason of the fact that such person was or is an authorized representative of the Corporation, against all liability and loss suffered and expenses (including attorneys’ fees) reasonably incurred by such Covered Person. Notwithstanding the preceding sentence, except as otherwise provided in Section 7.3, the Corporation shall be required to indemnify a Covered Person in connection with a Proceeding (or part thereof) commenced by such Covered Person only if the commencement of such Proceeding (or part thereof) by the Covered Person was authorized by the Board. For purposes of this Section 7, “authorized representative” means (i) any and all directors of the Corporation, (ii) the Corporation’s Chief Executive Officer, Chief Financial Officer, General Counsel, Treasurer, Secretary, Division Presidents and Executive Vice Presidents and any and all other officers of the Corporation that are appointed by the Board and (iii) any person designated as an authorized representative by the Board (which may, but need not, include any person serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise).

7.2 Prepayment of Expenses. To the extent not prohibited by applicable law, the Corporation shall pay the expenses (including attorneys’ fees) incurred by a Covered Person in defending any Proceeding in advance of its final disposition; provided, however, that, to the extent required by applicable law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Section 7 or otherwise.

7.3 Claims. If a claim for indemnification or advancement of expenses under this Section 7 is not paid in full within 30 days after a written claim therefor by the Covered Person has been received by the Corporation, the Covered Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

7.4 Nonexclusivity of Rights. The rights conferred on any Covered Person by this Section 7 shall not be exclusive of any other rights that such Covered Person may have or hereafter acquire under any statute, provision of these ~~Bylaws~~By-laws, the Certificate of Incorporation, agreement, vote of stockholders or disinterested directors or otherwise.

7.5 Other Sources. The Corporation (i) shall be the indemnitor

of first resort (i.e., its obligation to a Covered Person are primary and any obligation of any indemnification and/or insurance providers other than the Corporation (a "Secondary Indemnitor") to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such Covered Person are secondary), (ii) shall be required to advance the full amount of expenses contemplated by Section 7.2 that are incurred by a Covered Person and shall be liable for the full amount of all such expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Certificate of Incorporation, the By-laws or any agreement between the Corporation and such Covered Person, and (iii) shall, to the extent a Covered Person has received any payment of amounts otherwise indemnifiable hereunder from any Secondary Indemnitor, upon request by such Covered Person, reimburse such amounts to such Secondary Indemnitor.

7.6 Amendment or Repeal. Any amendment or repeal of the foregoing provisions of this Section 7 shall not adversely affect any right or protection hereunder of any Covered Person in respect of any act or omission occurring prior to the time of such amendment or repeal.

7.7 Other Indemnification and Prepayment of Expenses. This Section 7 shall not limit the right of the Corporation, to the extent and in the manner permitted by applicable law, to indemnify and to advance expenses to persons other than Covered Persons when and as authorized by appropriate corporate action.

7.8 Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against the person and incurred by the person in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power or the obligation to indemnify such person against such liability under the provisions of this Section 7.

8. Adoption, Amendment or Repeal of By-Laws. The Board is authorized to adopt, amend or repeal the By-laws.

9. Non-Voting Securities. Pursuant to Section 1123(a)(6) of Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"), the Corporation will not issue non-voting equity securities (which shall not be deemed to include any warrants or options to purchase capital stock of the Corporation); provided, however, that this provision (i) will have no further force or effect beyond that required under

Section 1123 of the Bankruptcy Code, (ii) will have such force and effect, if any, only for so long as such section is in effect and applicable to the Corporation or any of its wholly-owned Subsidiaries and (iii) in all events may be amended or eliminated in accordance with applicable law as from time to time in effect.

10. Certificate Amendments. The Corporation reserves the right at any time, and from time to time, to amend or repeal any provision contained in this Certificate of Incorporation, and add other provisions authorized by the laws of the State of Delaware at the time in force, in the manner now or hereafter prescribed by applicable law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation (as amended) are granted subject to the rights reserved in this Article.

[Remainder of Page Intentionally Left Blank]

WITNESS the signature of this Amended and Restated Certificate of Incorporation this [__] day of [____] 2015.

EXIDE TECHNOLOGIES

By: ~~Name: [_____] Title:~~
~~[_____] _____~~
Name: [_____]
Title: [_____]

[Signature Page to Certificate of Incorporation of Exide Technologies]

Exhibit 6.12-2

Amended and Restated By-Laws

This Exhibit is subject to all provisions of the Plan, including, without limitation, Section 15.4, pursuant to which the Debtor has reserved the right, subject to the terms and conditions of the Plan Support Agreement and the GUC Trust Settlement Agreement, to alter, amend, or modify the Plan under section 1127(a) of chapter 11 of Title 11 of the United States Code at any time prior to the Confirmation Date

~~DRAFT AS OF 3/4/15; SUBJECT TO REVISION AND MODIFICATION AS AGREED AMONG THE DEBTOR, THE REQUIRED CONSENTING CREDITORS AND THE REQUISITE BACKSTOP PARTIES~~

AMENDED AND RESTATED BY-LAWS

of

EXIDE TECHNOLOGIES

(A Delaware Corporation)

These Amended and Restated By-laws of Exide Technologies were duly adopted in accordance with the provisions of Section 303 of the General Corporation Law of the State of Delaware (“DGCL”), pursuant to the authority granted to the Corporation under Section 303 of the DGCL to put into effect and carry out the ~~Second~~Third Amended Plan of

Reorganization of the Corporation dated as of [_____], 2015 under chapter 11 of Title 11 of the United States Code, as confirmed on [_____], 2015 by order (the “Order”) of the

United States Bankruptcy Court for the District of Delaware (Case No. 13-11482 (KJC)). Provision for the making of these Amended and Restated By-laws is contained in the Order.

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ARTICLE 1

DEFINITIONS

As used in these By-laws, unless the context otherwise requires, the term:

1.1 “Assistant Secretary” means an Assistant Secretary of the Corporation.

1.2 “Assistant Treasurer” means an Assistant Treasurer of the Corporation.

1.3 “Board” means the Board of Directors of the Corporation.

1.4 “By-laws” means the By-laws of the Corporation, as amended.

1.5 “Certificate of Incorporation” means the Certificate of Incorporation of the Corporation, as amended.

1.6 “Chairman” means the Chairman of the Board of Directors of the Corporation.

1.7 “Corporation” means Exide Technologies.

1.8 “DGCL” means the General Corporation Law of the State of Delaware, as amended.

1.9 “Directors” means the directors of the Corporation.

1.10 “~~law~~Law” means any U.S. or non-U.S., federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a governmental authority (including any department, court, agency or official, or non-governmental self-regulatory organization, agency or authority and any political subdivision or instrumentality thereof).

1.11 “Office of the Corporation” means the executive office of the Corporation, anything in Section 131 of the DGCL to the contrary notwithstanding.

1.12 “President” means the President of the Corporation.

1.13 “Secretary” means the Secretary of the Corporation.

1.14 “Stockholders” means the stockholders of the Corporation.

1.15 “Treasurer” means the Treasurer of the Corporation.

1.16 “Vice President” means a Vice President of the Corporation.

ARTICLE 2

STOCKHOLDERS

2.1 Place of Meetings. Meetings of Stockholders may be held at such place or solely by means of remote communication or otherwise, as may be designated by the Board from time to time.

2.2 Annual Meeting. A meeting of Stockholders for the election of Directors and other business shall be held annually at such date and time as may be designated by the Board from time to time.

2.3 Special Meetings. Special meetings of Stockholders may be called at any time by the Board, or at the request, in writing, of Stockholders entitled to cast at least twenty-five percent (25%) of the votes that all Stockholders are entitled to cast at the particular meeting, and may not be called by any other person or persons. Business transacted at any special meeting of Stockholders shall be limited to the purposes stated in the notice.

2.4 Record Date. (A) For the purpose of determining the Stockholders entitled to notice of any meeting of Stockholders or any adjournment thereof, unless otherwise required by the Certificate of Incorporation or applicable [law](#)Law, the Board may fix a record date (the “Notice Record Date”), which record date shall not precede the date on which the resolution fixing the record date was adopted by the Board and shall not be more than 60 or less than ten days before the date of such meeting. The Notice Record Date shall also be the record date for determining the Stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such Notice Record Date, that a later date on or before the date of the meeting shall be the date for making such determination (the “Voting Record Date”). For the purposes of determining the Stockholders entitled to express consent to corporate action in writing without a meeting, unless otherwise required by the Certificate of Incorporation or applicable [law](#)Law, the Board may fix a record date, which record date shall not precede the date on which the resolution fixing the record date was adopted by the Board and shall not be more than ten days after the date on which the record date was fixed by the Board. For the purposes of determining the Stockholders entitled to receive payment of any dividend or other distribution or

allotment of any rights, exercise any rights in respect of any change, conversion or exchange of stock or take any other lawful action, unless otherwise required by the Certificate of Incorporation or applicable ~~law~~Law, the Board may fix a record date, which record date shall not precede the date on which the resolution fixing the record date was adopted by the Board and shall not be more than 60 days prior to such action.

(B) If no such record date is fixed:

(i) The record date for determining Stockholders entitled to notice of and to vote at a meeting of Stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held;

(ii) The record date for determining Stockholders entitled to express consent to corporate action in writing without a meeting (unless otherwise provided in the Certificate of Incorporation), when no prior action by the Board is required by applicable ~~law~~Law, shall be the first day on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable ~~law~~Law; and when prior action by the Board is required by applicable ~~law~~Law, the record date for determining Stockholders entitled to express consent to corporate action in writing without a meeting shall be at the close of business on the date on which the Board takes such prior action; and

(iii) When a determination of Stockholders of record entitled to notice of or to vote at any meeting of Stockholders has been made as provided in this Section 2.4, such determination shall apply to any adjournment thereof, unless the Board fixes a new Voting Record Date for the adjourned meeting, in which case the Board shall also fix such Voting Record Date or a date earlier than such date as the new Notice Record Date for the adjourned meeting.

2.5 Notice of Meetings of Stockholders. Whenever under the provisions of applicable ~~law~~Law, the Certificate of Incorporation or these By-laws, Stockholders are required or permitted to take any action at a meeting, notice shall be given stating the place, if any, date and hour of the meeting, the means of remote communication, if any, by which Stockholders and proxy holders may be deemed to be present in person and vote at such meeting, the Voting Record Date, if such date is

different from the Notice Record Date, and, in the case of a special meeting, the purposes for which the meeting is called. Unless otherwise provided by these By-laws or applicable ~~law~~Law, notice of any meeting shall be given, not less than ten nor more than 60 days before the date of the meeting, to each Stockholder entitled to vote at such meeting as of the Notice Record Date. If mailed, such notice shall be deemed to be given when deposited in the U.S. mail, with postage prepaid, directed to the Stockholder at his or her address as it appears on the records of the Corporation. An affidavit of the Secretary, an Assistant Secretary or the transfer agent of the Corporation that the notice required by this Section 2.5 has been given shall, in the

absence of fraud, be prima facie evidence of the facts stated therein. If a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. Any business that might have been transacted at the meeting as originally called may be transacted at the adjourned meeting. If, however, the adjournment is for more than 30 days or, if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Stockholder of record entitled to vote at the meeting. If, after the adjournment, a new Voting Record Date is fixed for the adjourned meeting, the Board shall fix a new Notice Record Date in accordance with Section 2.4(B)(iii) hereof and shall give notice of such adjourned meeting to each Stockholder entitled to vote at such meeting as of the Notice Record Date.

2.6 Waivers of Notice. Whenever the giving of any notice to Stockholders is required by applicable ~~law~~Law, the Certificate of Incorporation or these ~~Bylaws~~By-laws, a waiver thereof, given by the person entitled to said notice, whether before or after the event as to which such notice is required, shall be deemed equivalent to notice. Attendance by a Stockholder at a meeting shall constitute a waiver of notice of such meeting except when the Stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting has not been lawfully called or convened. Neither the business to be transacted at, nor the purposes of, any regular or special meeting of the Stockholders need be specified in any waiver of notice.

2.7 List of Stockholders. The Secretary shall prepare and make, at least ten days before every meeting of Stockholders, a complete, alphabetical list of the Stockholders entitled to vote at the meeting, and showing the address of each Stockholder and the number of shares registered in the name of each Stockholder. Such list may be examined by any Stockholder, at the Stockholder's expense, for any purpose germane to the meeting, for a period of at least ten days prior to the meeting, during ordinary business hours at the principal place of business of the Corporation or on a reasonably accessible electronic network as provided by applicable ~~law~~Law. If the meeting is to be held at a place, the list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any Stockholder who is present. If the meeting is held solely by means of remote communication, the list shall also be open for inspection as provided by applicable ~~law~~Law. Except as provided by applicable ~~law~~Law, the stock ledger shall be the only evidence as to who are the Stockholders entitled to examine the list of Stockholders or to vote in person or by proxy at any meeting of Stockholders.

2.8 Quorum of Stockholders; Adjournment. Except as otherwise provided by these By-laws, at each meeting of Stockholders, the presence in person or by proxy of the holders of a majority of the voting power of all outstanding shares of stock entitled to vote at the meeting of Stockholders, shall constitute a quorum for the transaction of any business at such meeting. In the absence

of a quorum, the holders of a majority in voting power of the shares of stock present in person or represented by proxy at any meeting of Stockholders, including an adjourned meeting, may adjourn such meeting to another time and place. Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of Directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

2.9 Voting; Proxies. At any meeting of Stockholders, all matters other

than the election of directors, except as otherwise provided by the Certificate of Incorporation, these By-laws or any applicable ~~law~~Law, shall be decided by the affirmative vote of a majority in voting power of shares of stock present in person or represented by proxy and entitled to vote thereon. At all meetings of Stockholders for the election of Directors, a plurality of the votes cast shall be sufficient to elect. Each Stockholder entitled to vote at a meeting of Stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such Stockholder by proxy but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only so long as, it is coupled with an interest sufficient in ~~law~~Law to support an irrevocable power. A Stockholder may revoke any proxy that is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary a revocation of the proxy or by delivering a new proxy bearing a later date.

2.10 Voting Procedures and Inspectors at Meetings of Stockholders.

The Board, in advance of any meeting of Stockholders, may appoint one or more inspectors, who may be employees of the Corporation, to act at the meeting and make a written report thereof. The Board may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting, the person presiding at the meeting may appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall (A) ascertain the number of shares outstanding and the voting power of each, (B) determine the shares represented at the meeting and the validity of proxies and ballots, (C) count all votes and ballots, (D) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors and (E) certify their determination of the number of shares represented at the meeting and their count of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of their duties. Unless otherwise provided by the Board, the date and time of the opening and the closing of the polls for each matter upon which the Stockholders will vote at a meeting shall be

determined by the person presiding at the meeting and shall be announced at the meeting. No ballot, proxies, votes or any revocation thereof or change thereto, shall be accepted by the inspectors after the closing of the polls unless the Court of Chancery of the State of Delaware upon application by a Stockholder shall determine otherwise. In determining the validity and counting of proxies and ballots cast at any meeting of Stockholders, the inspectors may consider such information as is permitted by applicable ~~law~~Law. No person who is a candidate for office at an election may serve as an inspector at such election.

2.11 Conduct of Meetings; Adjournment. The Board may adopt such rules and procedures for the conduct of Stockholder meetings as it deems appropriate. At each meeting of Stockholders, the Chairman or, in the absence of the Chairman, the President or, if the President is absent, a Vice President and, in case more than one Vice President shall be present, that Vice President designated by the Board (or in the absence of any such designation, the most senior Vice President present), shall preside over the meeting. Except to the extent inconsistent with the rules and procedures as adopted by the Board, the person presiding over the meeting of Stockholders shall have the right and authority to convene, adjourn and reconvene the meeting from time to time, to prescribe such additional rules and procedures and to do all such acts as, in the judgment of such person, are appropriate for the proper conduct of the meeting. Such rules and procedures, whether adopted by the Board or prescribed by the person presiding over the meeting, may include, (A) the establishment of an agenda or order of business for the meeting, (B) rules and procedures for maintaining order at the meeting and the safety of those present, (C) limitations on attendance at or participation in the meeting to Stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the person presiding over the meeting shall determine, (D) restrictions on entry to the meeting after the time fixed for the commencement thereof and (E) limitations on the time allotted to questions or comments by participants. The person presiding over any meeting of Stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, may determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such presiding person should so determine, he or she shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board or the person presiding over the meeting, meetings of Stockholders shall not be required to be held in accordance with the rules of parliamentary procedure. The Secretary or, in his or her absence, one of the Assistant Secretaries, shall act as secretary of the meeting. If none of the officers above designated to act as the person presiding over the meeting or as secretary of the meeting shall be present, a person presiding over the meeting or a secretary of the meeting, as the case may be, shall be designated by the Board and, if the Board has not so acted, in the case of the designation of a person to act as secretary of the meeting, designated by the person presiding over the meeting.

2.12 Order of Business. The order of business at all meetings of Stockholders shall be as determined by the person presiding over the meeting.

2.13 Written Consent of Stockholders Without a Meeting. Any action to be taken at any annual or special meeting of Stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action to be so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered (by hand or by certified or registered mail, return receipt requested) to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of Stockholders are recorded. Every written consent shall bear the date of signature of each Stockholder who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered in the manner required by this Section 2.13, written consents signed by a sufficient number of holders to take action are delivered to the Corporation as aforesaid. Prompt notice of the taking of the

corporate action without a meeting by less than unanimous written consent shall, to the extent required by applicable ~~law~~Law, be given to those Stockholders who have not consented in writing, and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Corporation.

ARTICLE 3

DIRECTORS

3.1 General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board. The Board may adopt such rules and procedures, not inconsistent with the Certificate of Incorporation, these By-laws or applicable ~~law~~Law, as it may deem proper for the conduct of its meetings and the management of the Corporation.

3.2 Number; Term of Office. The Board shall consist of one or more members, the number thereof to be determined from time to time by the Board. Each Director shall hold office until a successor is duly elected and qualified or until the Director's earlier death, resignation, disqualification or removal.

3.3 Newly Created Directorships and Vacancies. Any newly created

directorships resulting from an increase in the authorized number of Directors and any vacancies occurring in the Board, may be filled by the affirmative votes of a majority of the remaining members of the Board, although less than a quorum. A Director so elected shall be elected to hold office until the earlier of the expiration of the term of office of the Director whom he or she has replaced, a successor is elected and qualified or the Director's death, resignation or removal.

3.4 Resignation. Any Director may resign at any time by notice given in writing or by electronic transmission to the Corporation. Such resignation shall take effect at the date of receipt of such notice or at such later time as is therein specified.

3.5 Regular Meetings. Regular meetings of the Board may be held without notice at such times and at such places as may be determined from time to time by the Board or its Chairman.

3.6 Special Meetings. Special meetings of the Board may be held at such times and at such places as may be determined by the Chairman or the President on at least 24 hours' notice to each Director given by one of the means specified in Section 3.9 hereof other than by mail or on at least three days' notice if given by mail. Special meetings shall be called by the Chairman, President or Secretary in like manner and on like notice on the written request of any two or more Directors.

3.7 Telephone Meetings. Board or Board committee meetings may be held by means of telephone conference or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation by a Director in a meeting pursuant to this Section 3.7 shall constitute presence in person at such meeting.

3.8 Adjourned Meetings. A majority of the Directors present at any meeting of the Board, including an adjourned meeting, whether or not a quorum is present, may adjourn and reconvene such meeting to another time and place. At least 24 hours' notice of any adjourned meeting of the Board shall be given to each Director whether or not present at the time of the adjournment, if such notice shall be given by one of the means specified in Section 3.9 hereof other than by mail, or at least three days' notice if by mail. Any business may be transacted at an adjourned meeting that might have been transacted at the meeting as originally called.

3.9 Notice Procedure. Subject to Sections 3.6 and 3.10 hereof, whenever notice is required to be given to any Director by applicable [law](#)Law, the Certificate of Incorporation or these By-laws, such notice shall be deemed given effectively if given in person or by telephone, mail addressed to such Director at

such Director's address as it appears on the records of the Corporation, telegram, telecopy or by other means of electronic transmission.

3.10 Waiver of Notice. Whenever the giving of any notice to Directors is required by applicable ~~law~~Law, the Certificate of Incorporation or these By-laws, a waiver thereof, given by the Director entitled to the notice, whether before or after such notice is required, shall be deemed equivalent to notice. Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting except when the Director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting was not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special Board or committee meeting need be specified in any waiver of notice.

3.11 Organization. At each meeting of the Board, the Chairman or, in his or her absence, another Director selected by the Board shall preside. The Secretary shall act as secretary at each meeting of the Board. If the Secretary is absent from any meeting of the Board, an Assistant Secretary shall perform the duties of secretary at such meeting; and in the absence from any such meeting of the Secretary and all Assistant Secretaries, the person presiding at the meeting may appoint any person to act as secretary of the meeting.

3.12 Quorum of Directors. The presence of a majority of the Board shall be necessary and sufficient to constitute a quorum for the transaction of business at any meeting of the Board.

3.13 Action by Majority Vote. Except as otherwise expressly required by these By-laws or the Certificate of Incorporation, the vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board.

3.14 Action Without Meeting. Unless otherwise restricted by these ~~Bylaws~~By-laws, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all Directors or members of such committee, as the case may be, consent thereto in writing or by electronic transmission, and the writings or electronic transmissions are filed with the minutes of proceedings of the Board or committee.

3.15 Removal. Subject to the terms hereof, the entire Board or any individual Director may be removed from office with or without cause by the Stockholders entitled to cast at least a majority of the votes that all Stockholders are entitled to cast at an election of directors. In case the Board or any one or more Directors be so removed, one or more individuals may be appointed at the same meeting (or in the same written consent) at which such director or directors have been

so removed to fill the vacancy or vacancies created thereby, to serve for the remainder of the terms, respectively, of the Director or Directors so removed.

ARTICLE 4

COMMITTEES OF THE BOARD

The Board may designate one or more committees, each committee to consist of one or more of the Directors of the Corporation. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. If a member of a committee shall be absent from any meeting, or disqualified from voting thereat, the remaining member or members present at the meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may, by a unanimous vote, appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent permitted by applicable ~~law~~Law, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers that may require it to the extent so authorized by the Board. Unless the Board provides otherwise, at all meetings of such committee, a majority of the then authorized members of the committee shall constitute a quorum for the transaction of business, and the vote of a majority of the members of the committee present at any meeting at which there is a quorum shall be the act of the committee. Each committee shall keep regular minutes of its meetings. Unless the Board provides otherwise, each committee designated by the Board may make, alter and repeal rules and procedures for the conduct of its business. In the absence of such rules and procedures each committee shall conduct its business in the same manner as the Board conducts its business pursuant to ARTICLE 3.

ARTICLE 5

OFFICERS

5.1 Positions; Election. The officers of the Corporation shall be a President, a Secretary, a Treasurer and any other officers as the Board may elect from time to time, who shall exercise such powers and perform such duties as shall be determined by the Board from time to time. Any number of offices may be held by the same person. The Board may designate one or more Vice Presidents as Executive Vice Presidents and may use descriptive words or phrases to designate the standing, seniority or areas of special competence of the Vice Presidents elected or appointed by it.

5.2 Term of Office. Each officer of the Corporation shall hold office until such officer's successor is elected and qualifies or until such officer's earlier death, resignation or removal. Any officer may resign at any time upon written notice to the Corporation. Such resignation shall take effect at the date of receipt of such notice or at such later time as is therein specified. The resignation of an officer shall be without prejudice to the contract rights of the Corporation, if any. Any officer may be removed at any time with or without cause by the Board. Any vacancy occurring in any office of the Corporation may be filled by the Board. The election or appointment of an officer shall not of itself create contract rights.

5.3 Chairman. The Chairman may or may not be an executive of the Corporation. The Chairman, or in the absence of the Chairman, a chairman chosen by a majority of the Directors present, shall preside at all meetings of the Board and shall exercise such powers and perform such other duties as shall be determined from time to time by the Board.

5.4 President. The President shall have general supervision over the business of the Corporation and other duties incident to the office of President, and any other duties as may from time to time be assigned to the President by the Board and subject to the control of the Board in each case. The President may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts and other instruments, except in cases in which the signing and execution thereof shall be expressly delegated by the Board or by these By-laws to some other officer or agent of the Corporation, or shall be required by applicable ~~law~~Law otherwise to be signed or executed.

5.5 Vice Presidents. Vice Presidents shall have the duties incident to the office of Vice President and any other duties that may from time to time be assigned to the Vice President by the President or the Board. Any Vice President may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts or other instruments, except in cases in which the signing and execution thereof shall be expressly delegated by the Board or by these By-laws to some other officer or agent of the Corporation, or shall be required by applicable ~~law~~Law otherwise to be signed or executed.

5.6 Secretary. The Secretary shall attend all meetings of the Board and
of the Stockholders, record all the proceedings of the meetings of the Board and of the Stockholders in a book to be kept for that purpose and perform like duties for committees of the Board, when required. The Secretary shall give, or cause to be given, notice of all special meetings of the Board and of the Stockholders and perform such other duties as may be prescribed by the Board or by the President. The Secretary shall have custody of the corporate seal of the Corporation, and the Secretary or an Assistant Secretary, shall have authority to affix the same on any instrument that may require it, and when so affixed, the seal may be attested by the signature of the

Secretary or by the signature of such Assistant Secretary. The Board may give general authority to any other officer to affix the seal of the Corporation and to attest the same by such officer's signature. The Secretary or an Assistant Secretary may also attest all instruments signed by the President or any Vice President. The Secretary shall have charge of all the books, records and papers of the Corporation relating to its organization and management, see that the reports, statements and other documents required by applicable ~~law~~Law are properly kept and filed and, in general, perform all duties incident to the office of Secretary of a corporation and such other duties as may from time to time be assigned to the Secretary by the Board or the President.

5.7 Treasurer. The Treasurer shall have charge and custody of, and be

responsible for, all funds, securities and notes of the Corporation, receive and give receipts for moneys due and payable to the Corporation from any sources whatsoever; deposit all such moneys and valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board, against proper vouchers, cause such funds to be disbursed by checks or drafts on the authorized depositories of the Corporation signed in such manner as shall be determined by the Board and be responsible for the accuracy of the amounts of all moneys so disbursed, regularly enter or cause to be entered in books or other records maintained for the purpose full and adequate account of all moneys received or paid for the account of the Corporation, have the right to require from time to time reports or statements giving such information as the Treasurer may desire with respect to any and all financial transactions of the Corporation from the officers or agents transacting the same, render to the President or the Board, whenever the President or the Board shall require the Treasurer so to do, an account of the financial condition of the Corporation and of all financial transactions of the Corporation, disburse the funds of the Corporation as ordered by the Board and, in general, perform all duties incident to the office of Treasurer of a corporation and such other duties as may from time to time be assigned to the Treasurer by the Board or the President.

5.8 Assistant Secretaries and Assistant Treasurers. Assistant Secretaries and Assistant Treasurers shall perform such duties as shall be assigned to them by the Secretary or by the Treasurer, respectively, or by the Board or the President.

ARTICLE 6

INDEMNIFICATION

6.1 Right to Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable ~~law~~Law as it presently exists or may hereafter be amended, any person (a "Covered Person") who was or is an authorized representative of the Corporation, and who was or is a party,

or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that such person was or is an authorized representative of the Corporation, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Covered Person. Notwithstanding the preceding sentence, except as otherwise provided in Section 6.3, the Corporation shall be required to indemnify a Covered Person in connection with a Proceeding (or part thereof) commenced by such Covered Person only if the commencement of such Proceeding (or part thereof) by the Covered Person was authorized by the Board. For purposes of this Article 6, "authorized representative" means (i) any and all directors of the Corporation, (ii) the Corporation's Chief Executive Officer, Chief Financial Officer, General Counsel, Treasurer, Secretary, Division Presidents and Executive Vice Presidents and any and all other officers of the Corporation that are appointed by the Board and (iii) any person designated as an authorized representative by the Board (which may, but need not, include any person serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise).

6.2 Prepayment of Expenses. To the extent not prohibited by applicable ~~law~~Law, the Corporation shall pay the expenses (including attorneys' fees) incurred by a Covered Person in defending any Proceeding in advance of its final disposition; provided, however, that, to the extent required by applicable ~~law~~Law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this ARTICLE 6 or otherwise.

6.3 Claims. If a claim for indemnification or advancement of expenses under this ARTICLE 6 is not paid in full within 30 days after a written claim therefor by the Covered Person has been received by the Corporation, the Covered Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable ~~law~~Law.

6.4 Nonexclusivity of Rights. The rights conferred on any Covered Person by this ARTICLE 6 shall not be exclusive of any other rights that such Covered Person may have or hereafter acquire under any statute, provision of these By-laws, the Certificate of Incorporation, agreement, vote of stockholders or disinterested directors or otherwise.

6.5 Other Sources. The Corporation (i) shall be the indemnitor of first

resort (i.e., its obligation to a Covered Person are primary and any obligation of any indemnification and/or insurance providers other than the Corporation (a “Secondary Indemnitor”) to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such Covered Person are secondary), (ii) shall be required to advance the full amount of expenses contemplated by Section 6.2 that are incurred by a Covered Person and shall be liable for the full amount of all such expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of these By-laws, the Certificate of Incorporation or any agreement between the Corporation and such Covered Person, and (iii) shall, to the extent a Covered Person has received any payment of amounts otherwise indemnifiable hereunder from any Secondary Indemnitor, upon request by such Covered Person, reimburse such amounts to such Secondary Indemnitor.

6.6 Amendment or Repeal. Any amendment or repeal of the foregoing provisions of this ARTICLE 6 shall not adversely affect any right or protection hereunder of any Covered Person in respect of any act or omission occurring prior to the time of such amendment or repeal.

6.7 Other Indemnification and Prepayment of Expenses. This ARTICLE 6 shall not limit the right of the Corporation, to the extent and in the manner permitted by applicable ~~law~~Law, to indemnify and to advance expenses to persons other than Covered Persons when and as authorized by appropriate corporate action.

6.8 Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against the person and incurred by the person in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power or the obligation to indemnify such person against such liability under the provisions of this Article 6.

GENERAL PROVISIONS

7.1 Certificates Representing Shares. The shares of stock of the Corporation shall be represented by certificates or all of such shares shall be uncertificated shares that may be evidenced by a book-entry system maintained by the registrar of such stock, or a combination of both. If shares are represented by certificates (if any) such certificates shall be in the form approved by the Board. The certificates representing shares of stock of each class shall be signed by, or in the name of, the Corporation by the Chairman, the President or any Vice President, and by the Secretary, any Assistant Secretary, the Treasurer or any Assistant Treasurer. Any or all such signatures may be facsimiles. Although any officer, transfer agent or registrar whose manual or facsimile signature is affixed to such a certificate ceases to be such

officer, transfer agent or registrar before such certificate has been issued, it may nevertheless be issued by the Corporation with the same effect as if such officer, transfer agent or registrar were still such at the date of its issue.

7.2 Transfer and Registry Agents. The Corporation may from time to time maintain one or more transfer offices or agents and registry offices or agents at such place or places as may be determined from time to time by the Board.

7.3 Lost, Stolen or Destroyed Certificates. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate or his legal representative to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

7.4 Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be maintained on any information storage device or method; provided that the records so kept can be converted into clearly legible paper form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to applicable ~~law~~Law.

7.5 Seal. The corporate seal shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

7.6 Fiscal Year. The fiscal year of the Corporation shall be determined by the Board.

7.7 Amendments. These By-laws may be amended or repealed and new By-laws may be adopted by the Board, but the Stockholders may make additional By-laws and may alter and repeal any By-laws whether such By-laws were originally adopted by them or otherwise.

7.8 Conflict with Applicable Law or Certificate of Incorporation. These By-laws are adopted subject to any applicable ~~law~~Law and the Certificate of Incorporation. Whenever these By-laws may conflict with any applicable ~~law~~Law or the Certificate of Incorporation, such conflict shall be resolved in favor of such ~~law~~Law or the Certificate of Incorporation.

7.9 Forum for Adjudication of Certain Disputes. Unless the

Corporation consents in writing to the selection of an alternative forum (an “Alternative Forum Consent”), the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Corporation, (b) any action asserting a claim of breach of a fiduciary duty owed by any director, officer, stockholder, employee or agent of the Corporation to the Corporation or the Corporation’s stockholders, (iii) any action asserting a claim against the Corporation or any director, officer, stockholder, employee or agent of the Corporation arising out of or relating to any provision of the DGCL or the Certificate of Incorporation or Bylaws, or (iv) any action asserting a claim against the Corporation or any director, officer, stockholder, employee or agent of the Corporation governed by the internal affairs doctrine of the State of Delaware; provided, however, that, in the event that the Court of Chancery of the State of Delaware lacks subject matter jurisdiction over any such action or proceeding, the sole and exclusive forum for such action or proceeding shall be another state or federal court located within the State of Delaware, in each such case, unless the Court of Chancery (or such other state or federal court located within the State of Delaware, as applicable) has dismissed a prior action by the same plaintiff asserting the same claims because such court lacked personal jurisdiction over an indispensable party named as a defendant therein. Failure to enforce the foregoing provisions would cause the Corporation irreparable harm and the Corporation shall be entitled to equitable relief, including injunctive relief and specific performance, to enforce the foregoing provisions. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Section 7.9. The existence of any prior Alternative Forum Consent shall not act as a waiver of the Corporation’s ongoing consent right as set forth above in this Section 7.9.

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Exhibit 6.17-4

**Claims, Defenses, Cross-Claims, and
Counter-Claims Related to Litigation and Possible Litigation**

The following Exhibit 6.17-4 includes Entities, affiliates, subsidiaries and successors and assigns, that are party to or that the Debtor believes may become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial. Unless otherwise released by the Plan, the Debtor expressly reserves all claims, defenses, cross claims, and counterclaims against or related to all Entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial, regardless of whether such Entity is included on the schedule accompanying this Exhibit 6.17-4.

For the avoidance of doubt, no Entity may rely on its omission from Exhibit 6.17-4 as any indication that the Debtor or the Reorganized Debtor will not pursue any and all available Causes of Action against them. The Debtor and the Reorganized Debtor expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.

EXIDE TECHNOLOGIES

RETAINED CAUSES OF ACTION

EXHIBIT 6.17-4 CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION

PARTY	ADDRESS	CAPTION OF SUIT, CASE NUMBER, AND JURISDICTION (IF APPLICABLE) / DISRIPTION
<u>CITY OF FRISCO</u>	<u>6101 FRISCO SQUARE BOULEVARD FRESCO, TX 75034 UNITED STATES</u>	<u>Any and all claims, causes of action, indemnifications, demands, or liabilities of every kind and nature whatsoever, including those arising under contract, statute, or common law, whether or not known or suspected against the City of Frisco based upon, arising out of, related to, or by reason of any event, contract, cause, thing, act, statement, or omission.</u>
<u>TESLA MOTORS, INC.</u>	<u>3500 DEER CREEK ROAD PALO ALTO, CA 94304 UNITED STATES</u>	<u>Any and all claims, causes of action, indemnifications, demands, or liabilities of every kind and nature whatsoever, including those arising under contract, statute, or common law, whether or not known or suspected against Tesla Motors, Inc. based upon, arising out of, related to, or by reason of any event, contract, cause, thing, act, statement, or omission.</u>

EXHIBIT 7.1

GUC TRUST AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Plan, the Debtor and the Trustee agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

1.1 Use of Plan Definitions. All capitalized terms which are used in this Agreement but not defined herein shall have the meaning set forth in the Plan, and if not in the Plan, in the Bankruptcy Code.

1.2 Definitions.

1.2.1 “Additional Distribution” means an amount no more than the difference between (a) what the Holders of Class A2 Senior Notes Alternative Distribution Class Claims would be entitled to receive under the Plan on account of their Senior Notes Deficiency Claims if net recoveries from GUC Trust Assets were distributed Pro Rata based on the aggregate amount of Allowed Senior Notes Deficiency Claims, Allowed Class D, and Allowed Class E Claims without regard to the GUC Trust Settlement Agreement and the allocation and distribution formulas included therein with respect to such other GUC Trust Assets and (b) what the Holders of Senior Notes Alternative Distribution Claims are entitled to receive under the Plan on account of their Senior Notes Deficiency Claims from such GUC Trust Assets subject to the allocation and distribution formulas included herein; provided however, that the Additional Distribution, together with the Preference Proceeds Distribution, shall not exceed the amount needed to enable Holders of Senior Notes Alternative Distribution Claims to receive on account of their Senior Notes Deficiency Claims what such Holders would have received in subsection (a) of this provision.

~~1.2.1~~1.2.2 “**Beneficiaries**” means the Holders of Allowed (i) General Unsecured Claims, (ii) Subordinated Notes Claims, and (iii) Senior Notes Deficiency Claims, whether their Claims are Allowed before or after the Effective Date.

~~1.2.2~~1.2.3 “**Creditors’ Committee**” means the official committee of unsecured creditors appointed pursuant to section 1102(a) of the Bankruptcy Code in the Chapter 11 Case on June 18, 2013, as may be reconstituted from time to time.

~~1.2.3~~1.2.4 “**Disputed Claims Reserve**” means Cash in an amount required by order of the Bankruptcy Court, or in the absence of such order, equal to the Distributions which would have been made to the Holders of Disputed Trust Claims if such claims were Allowed.

~~1.2.4~~1.2.5 “**Disputed Trust Claims**” means the General Unsecured Claims which are Disputed as that term is defined in the Plan.

~~1.2.5~~1.2.6 “**Distribution**” means a distribution of property to a Beneficiary on account of a Trust Claim pursuant to this Agreement and the Plan.

~~1.2.6~~1.2.7 “**Distribution Date**” means any date on which Distributions are made in accordance with this Agreement.

~~1.2.7~~1.2.8 “**DTCC**” means the Depository Trust & Clearing Corporation and its successors and assigns.

~~1.2.8~~1.2.9 “**Entity**” has the meaning ascribed to such term in section 101(15) of the Bankruptcy Code.

~~1.2.9~~1.2.10 “**Exchange Act**” means the Securities and Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

~~1.2.10~~1.2.11 **“Final Preference Repayment Date”** means the date on which the Trust shall have fully repaid \$3,000,000 in Net Proceeds from GUC Trust Preference Actions to the Reorganized Debtor.

~~1.2.11~~1.2.12 **“GUC Trust Assets”** means the assets transferred to and vested in the Trust on the Effective Date pursuant to the Plan (or subsequent thereto), which assets are comprised of (a) the GUC Trust Cash Contribution, (b) the GUC Trust IP Transaction Proceeds, (c) the GUC Trust LME Pricing Litigation Assets, and (d) the GUC Trust Causes of Action.

~~1.2.12~~1.2.13 **“GUC Trust Board”** means the three (3) member oversight board for the Trust, two (2) members of which shall be selected by the Creditors’ Committee and one (1) member of which shall be selected by the Unofficial Noteholder Committee. The initial members of the GUC Trust Board are identified on Exhibit A annexed hereto.

~~1.2.13~~1.2.14 **“GUC Trust Cash Contribution”** means the \$3,000,000.00 to be contributed by the Debtor or the Reorganized Debtor to the Trust on the Effective Date to fund the Trust’s costs and expenses, which amount shall be repaid by the Trust to the Reorganized Debtor from the first \$3,000,000.00 in Net Proceeds from GUC Trust Preference Actions, but which is otherwise not repayable.

~~1.2.14~~1.2.15 **“GUC Trust Causes of Action”** means (a) the GUC Trust Preference Actions, (b) the LME Pricing Claims, and (c) such other Causes of Action that may be identified and either (i) agreed to among the Debtor or Reorganized Debtor, the Creditors’ Committee and the Unofficial Noteholder Committee or (ii) ordered to be contributed to the Trust pursuant to a Final Order of the Bankruptcy Court, prior to the Effective Date, pursuant to and in accordance with the terms of the GUC Trust Settlement Agreement and Article 7.5

of the Plan, and as set forth in Exhibit 7.3 of the Plan, in each circumstance only to the extent such Causes of Action are not released pursuant to Article 12.6 of the Plan.

~~1.2.15~~1.2.16 “GUC Trust IP Transaction Proceeds” means the 45% of the IP Transaction Proceeds allocable to the Trust: (i) 55% of which shall be distributable ~~Pro Rata~~first, to Beneficiaries who are Holders of Allowed Senior Notes Alternative Distribution Claims to satisfy the requirements of the Additional Distribution, and subsequently on a Pro Rata basis to all Holders of Allowed Senior Notes Deficiency Claims, and (ii) 45% of which shall be distributable Pro Rata to Beneficiaries who are Holders of Allowed Other General Unsecured Claims.

~~1.2.16~~1.2.17 “GUC Trust LME Pricing Litigation Assets” means (a) the right to pursue LME Pricing Claims pursuant to and in accordance with the terms of the GUC Trust Settlement Agreement and the Net Proceeds thereof, which shall be deposited in the Trust, with (i) 45% distributable ~~Pro Rata to the~~first, to Beneficiaries who are Holders of Allowed Senior Notes Alternative Distribution Claims to satisfy the requirements of the Additional Distribution, and subsequently on a Pro Rata basis to all Holders of Allowed Senior Notes Deficiency Claims, and (ii) 55% distributable Pro Rata to the Beneficiaries who are Holders of Allowed Other General Unsecured Claims, in accordance with the terms of the GUC Trust Settlement Agreement, and (b) the Net Proceeds arising from any monetary compensation, rights of restitution, or other pecuniary benefits to which the Debtor or Reorganized Debtor, as applicable, is entitled as a result of a public/governmental antitrust enforcement action relating to LME Pricing Claims, which shall be deposited in the Trust for distribution Pro Rata to Beneficiaries who are the Holders of Allowed General Unsecured Claims in accordance with the terms of the GUC Trust Settlement Agreement.

~~1.2.17~~1.2.18 **“GUC Trust Preference Actions”** means those certain Avoidance Actions arising under sections 547 and 550 of the Bankruptcy Code, transferred to the Trust on the Effective Date, which Avoidance Actions have been agreed among the Debtor, the Creditors’ Committee, and the Unofficial Noteholder Committee, pursuant to and in accordance with the GUC Trust Settlement Agreement and which are or shall be identified on Exhibit B.

~~1.2.18~~1.2.19 **“GUC Trust Settlement Agreement”** means that certain agreement approved by the Bankruptcy Court on February 4, 2015 (Docket No. 3093), as may be amended, supplemented, restated, or otherwise modified from time to time with the written agreement of the parties thereto, which sets forth the terms of the settlement among the Debtor, the Creditors’ Committee, and certain members of the Unofficial Noteholder Committee.

~~1.2.19~~1.2.20 **“Investment Company Act”** means the Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder.

~~1.2.20~~1.2.21 **“IP Transaction”** means the monetization of intellectual property through any offset or similar transaction identified by the Reorganized Debtor in its reasonable business judgment and in consultation with the Trustee in accordance with the GUC Trust Settlement Agreement.

~~1.2.21~~1.2.22 **“IP Transaction Proceeds”** means the Net Proceeds from any IP Transaction (which amount shall be determined by the Reorganized Debtor in its reasonable business judgment and in consultation with the Trustee, after reimbursement to the Reorganized Debtor for the IP Advisor’s fees and expenses), which shall be distributed 55% to the

Reorganized Debtor and 45% to the Trust, in accordance with the terms of the GUC Trust Settlement Agreement.

~~1.2.22~~1.2.23 “**LME Pricing Claims**” means any private antitrust action, price competition action, or similar action to the extent permitted by applicable law, whether the foregoing arises under United States law or the laws of foreign jurisdictions, for damages to the Debtor and/or its Subsidiaries or Affiliates resulting from alleged lead price manipulation that is the subject of the investigation conducted by the Creditors’ Committee and the Debtor beginning in or about April 2014, pursuant to and in accordance with the terms and conditions of the GUC Trust Settlement Agreement.

~~1.2.23~~1.2.24 “**Net Proceeds**” means the gross proceeds generated through the liquidation and monetization of the GUC Trust Assets or any portion thereof, less charges, costs and expenses that are rightly deducted and attributable to the liquidation and monetization of such GUC Trust Assets.

~~1.2.24~~1.2.25 “**Other General Unsecured Claims**” means all Subordinated Notes Claims and all General Unsecured Claims.

1.2.26 “Preference Proceeds Distribution” means an amount from net proceeds of GUC Trust Preference Actions distributable to Holders of Senior Notes Eligible Holder Claims equal to (a) \$1.5 million divided by Allowed Class D Claims plus the Allowed Class E Claims multiplied by (b) the Senior Notes Deficiency Claim of Holders of Senior Notes Alternative Distribution Claims.

~~1.2.25~~1.2.27 “**Pro Rata**” means with respect to Claims at any time, the proportion that the Face Amount of a Claim in a particular Class or Classes bears to the

aggregate Face Amount of all Claims (including Disputed Claims, but excluding disallowed Claims) in such Class or Classes.

~~1.2.26~~1.2.28 “**Securities Act**” means the Securities Act of 1933, as amended and the rules and regulations promulgated thereunder.

~~1.2.27~~1.2.29 “**Senior Notes**” means the 8.625% Senior Secured Notes due 2018 issued by Exide Technologies pursuant to the Senior Notes Indenture.

~~1.2.28~~1.2.30 “**Senior Notes Deficiency Claim**” means the portion of the Senior Notes Claim that is unsecured pursuant to section 506(a) of the Bankruptcy Code, which shall be Allowed for all purposes under the Plan in the amount of [\$659.8] million.

~~1.2.29~~1.2.31 “**Senior Notes Indenture**” means that certain indenture dated as of January 25, 2011, pursuant to which the Senior Notes were issued.

~~1.2.30~~1.2.32 “**Senior Notes Indenture Trustee**” means the indenture trustee for the Senior Notes appointed under the Senior Notes Indenture.

~~1.2.31~~1.2.33 “**Subordinated Notes**” means those floating rate convertible senior subordinated notes due September 18, 2013 issued pursuant to the Subordinated Notes Indenture.

~~1.2.32~~1.2.34 “**Subordinated Notes Claim**” means a Claim of a Subordinated Notes Holder arising under or as a result of the Subordinated Notes, which Claims shall be Allowed for all purposes under the Plan in the aggregate amount of \$51,900,000, and which for the avoidance of doubt shall not be subject to any avoidance, reductions, recharacterization, counterclaim, defense, disallowance, impairment, objection, or any challenges under applicable law or regulation, provided, however, that the rights of holders of Class A2 Senior Notes

Alternative Distribution Class Claims who voted against the Plan shall not be waived or impaired, provided further however, that the subordination rights of the Holders of Senior Notes Alternative Distribution Claims that voted against the Plan shall only be enforced to the extent of such Holder's Pro Rata share of any distributions that would otherwise be made to all Holders of Senior Notes, but for the waiver of subordination provided for in the Plan.

~~1.2.33~~1.2.35 “**Subordinated Notes Indenture**” means that certain indenture for the Subordinated Notes between Exide Technologies and the Subordinated Notes Indenture Trustee, dated as of March 18, 2005.

~~1.2.34~~1.2.36 “**Subordinated Notes Indenture Trustee**” means U.S. Bank National Association, in its capacity as indenture trustee for the Subordinated Notes pursuant to the Subordinated Notes Indenture.

~~1.2.35~~1.2.37 “**Trust**” means the liquidating trust established pursuant to the terms of this Agreement, and is the liquidating trust referred to as the “GUC Trust” in the Plan.

~~1.2.36~~1.2.38 “**Trust Claim(s)**” means the Claims of the Beneficiaries on account of which the Beneficiaries are entitled to receive a Distribution pursuant to the terms of the Plan and this Agreement.

~~1.2.37~~1.2.39 “**Trustee**” shall mean (a) initially, the individual identified as the “Trustee” above, and (b) any successors or replacements duly appointed under the terms of this Agreement, and who is referred to as the “GUC Trust Trustee” in the Plan.

~~1.2.38~~1.2.40 “**UCC Trust Board Member**” shall mean the two (2) members of the GUC Trust Board appointed by the Creditors’ Committee, and any successors thereto.

~~1.2.39~~1.2.41 “**UNC Trust Board Member**” shall mean the one (1) member of the GUC Trust Board appointed by the Unofficial Noteholder Committee, and any successors thereto.

~~1.2.40~~1.2.42 “**Unofficial Noteholder Committee**” means the unofficial committee of unaffiliated holders (which include holders or investment advisors or managers of discretionary accounts) of Senior Notes represented by Paul, Weiss, Rifkind, Wharton & Garrison LLP and Young Conaway Stargatt & Taylor, LLP.

1.3 Headings; Interpretation. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect any provisions of this Agreement. Words denoting the singular number shall include the plural number and vice versa, and words denoting one gender shall include the other gender.

1.4 Particular Words. Reference in this Agreement to any Section or Article is, unless otherwise specified, to that Section or Article under this Agreement. The words “hereof,” “herein,” “hereunder,” and similar terms shall refer to this entire Agreement and not to any particular Section or Article of this Agreement.

ARTICLE II

DECLARATION OF TRUST

2.1 Establishment of the Trust. Pursuant to the Plan, the Debtor hereby constitutes and establishes the Trust on behalf of, and for the benefit of, the Beneficiaries effective as of the Effective Date of the Plan. The Trustee may conduct the affairs of the Trust under the name of the “Exide Creditors’ Liquidating Trust.” The sole purpose of the Trust is the liquidation and distribution of the GUC Trust Assets in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or

2.8 Safekeeping of GUC Trust Assets. All GUC Trust Assets shall, until distributed as provided herein, be held in trust for the benefit of the Beneficiaries in accordance with the Plan and this Agreement. The Trustee shall be under no liability for interest or producing income on any moneys received by it hereunder and held for distribution to the Beneficiaries, except as such interest or income shall actually be received by the Trust.

ARTICLE III

THE TRUSTEE AND THE ADMINISTRATION OF THE TRUST

3.1 Appointment. Pursuant to the Plan, ~~_____~~ Peter Kravitz of Province Inc. has been designated to serve as the initial Trustee, and, as of the Effective Date, he hereby accepts such appointment and agrees to serve in such capacity. The Trustee accepts the Trust created by this Agreement and the grant, assignment, transfer, conveyance, and delivery to the Trustee, on behalf of, and for the benefit of the Beneficiaries, by the Debtor or the Reorganized Debtor of all of its rights, title, and interest in the GUC Trust Assets, upon and subject to the terms and conditions set forth in this Agreement, the Plan and the Confirmation Order. The Trustee shall be deemed to be appointed pursuant to Bankruptcy Code section 1123(b)(3)(B).

3.2 Generally. The Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purpose of the Trust and the Trustee shall act in the best interests of the Beneficiaries and in furtherance of the purpose of the Trust and the Trustee shall use commercially reasonable efforts to resolve the GUC Trust Causes of Action and to make timely distributions of any proceeds therefrom and to otherwise monetize the GUC Trust Assets and not unreasonably prolong the duration of the Trust. The Trustee shall have authority to bind the Trust, and for all purposes of this Agreement, shall be acting as

(c) The first \$3,000,000.00 of the Net Proceeds of the GUC Trust Preference Actions shall be used to reimburse the Reorganized Debtor for the GUC Trust Cash Contribution. The next \$1,500,000.00 in Net Proceeds of the GUC Trust Preference Actions shall be allocated and distributable on a Pro Rata basis to the Beneficiaries who are Holders of Allowed Other General Unsecured Claims pursuant to and in accordance with the terms of the GUC Trust Settlement Agreement and Plan. Any additional Net Proceeds of the GUC Trust Preference Actions shall be allocated and distributable Pro Rata to the Beneficiaries who are Holders of Allowed Other General Unsecured Claims and Senior Notes Deficiency Claims, provided, however, that in order to allow for holders of Senior Notes Alternative Distribution Claims to receive up to a pro rata distribution of net proceeds of the GUC Trust Assets, the Preference Proceeds Distribution shall be allocated and distributed Pro Rata to Holders of Senior Notes Alternative Distribution Claims from any Net Proceeds of the GUC Trust Preference Actions otherwise distributable to Holders of Senior Notes Eligible Claims.

3.12 General Unsecured Claims Resolution. The Reorganized Debtor shall be responsible for (a) all aspects of the General Unsecured Claims reconciliation process (except making Distributions to Holders of General Unsecured Claims, and (b) all of the costs associated with such reconciliation. The Reorganized Debtor shall consult with the Trustee on a periodic basis as is reasonably requested by the Trustee regarding the Claims reconciliation process. The Reorganized Debtor shall (x) object to General Unsecured Claims and shall provide the Trustee with notice and an opportunity to object to all Claims that the Reorganized Debtor seeks to resolve for an amount greater than \$20,000, and (y) use commercially reasonable efforts in administering all aspects the Claims reconciliation process. If the Trustee cannot agree with the Reorganized Debtor with respect to the resolution of any Claim greater

3.17 Reliance by Trustee. The Trustee may absolutely and unconditionally rely, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by the Trustee in good faith to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with legal counsel, financial or accounting advisors, and other professionals to be selected by the Trustee and may rely, in good-faith, on the advice thereof, and shall not be liable for any action taken or omitted to be taken in accordance with the advice thereof.

3.18 Compensation of the Trustee and Others.

(a) The Trustee shall be entitled to receive compensation payable from the GUC Trust Assets in accordance with the terms set forth in Exhibit C annexed hereto. ~~With respect to the success fee component of the Trustee's compensation structure, the~~ The Trustee shall provide ~~a written billing statement to~~ the GUC Trust Board ~~requesting any such fee and outlining the basis for the calculation of such fee~~ with monthly invoices for all of his fees and expenses (with supporting documentation as applicable). The GUC Trust Board shall have 15 Business Days from the receipt of ~~the billing statement~~ any invoice to provide the Trustee with a written objection to the requested ~~fee~~ fees and expenses. In the event no objections are timely raised, the Trustee may pay the ~~fee~~ fees and expenses, or that portion of the ~~fee~~ fees and expenses, that is not subject to an objection. In the event any dispute regarding the ~~fee~~ fees and expenses are not resolved consensually, either the Trustee or the GUC Trust Board may file a motion with the Bankruptcy Court, on notice to the other party, seeking a resolution of the dispute. The Trustee may pay his compensation and other costs and expenses of the Trust before approving or making any Distributions to Beneficiaries.

of interest or the Bankruptcy Court, on motion of a party in interest, determines one exists. In the event the Trustee is unwilling or unable to appoint a disinterested Person to handle any such matter, the Bankruptcy Court, upon the request of a party in interest, and after a notice and hearing, may do so.

3.21 Term of Service. The duties, responsibilities and powers of the Trustee shall terminate on the date the Trust is dissolved pursuant to Article IX of this Agreement, under applicable law, by an Order of the Bankruptcy Court, or the effective date of the resignation or removal of the Trustee, *provided, that* sections 3.15 to 3.18 above shall survive such termination and dissolution.

3.22 Resignation. The Trustee may resign at any time by giving the GUC Trust Board at least 30 days' written notice of the Trustee's intention to do so, in which case the resignation shall be effective no earlier than the 30th day following issuance of such notice or such other date agreed to by the Trustee and GUC Trust Board. In the event of a resignation, the resigning Trustee shall render to the GUC Trust Board a full and complete accounting of monies and assets received, disbursed, and held during the term of office of the resigning Trustee and such other information as reasonably requested by the GUC Trust Board. In the event of a resignation of the Trustee, the resigning Trustee shall be entitled to payment of all compensation earned by the Trustee through and including the effective date of such resignation. Any disputes regarding the compensation to be paid to the Trustee shall be determined by the Bankruptcy Court.

3.23 Removal. The Trustee may be removed upon the unanimous vote of the GUC Trust Board with or without cause. Any [GUC Trust Board member may seek an order of the Bankruptcy Court, on notice to the Trustee and other GUC Trust Board members to remove](#)

the Trustee for cause, provided, however, the member seeking such removal must establish that cause exists for such removal. Any removal of the Trustee shall become effective on such date as may be specified by the GUC Trust Board, or, in the event of removal by order of the Bankruptcy Court, upon such date ordered by the Bankruptcy Court. In the event of the removal of the Trustee, the removed Trustee shall render to the GUC Trust Board a full and complete accounting of monies and assets received, disbursed, and held during the term of office of the removed Trustee and such other information as reasonably requested by the GUC Trust Board. In the event of the removal of the Trustee, the Trustee shall be entitled to payment of all compensation earned by the Trustee through and including the effective date of such removal. Any disputes regarding the compensation to be paid to the Trustee shall be determined by the Bankruptcy Court.

3.24 Appointment of Successor Trustee. Upon the resignation, death, incapacity, or removal of a Trustee, the UCC Trust Board Members shall promptly and unanimously appoint a successor Trustee to fill the vacancy so created. If the UCC Trust Board Members fail to timely appoint the successor Trustee, the Bankruptcy Court shall do so upon motion or application by any member of the GUC Trust Board. Any successor Trustee so appointed shall consent to and accept in writing, to be filed with the Bankruptcy Court, the terms of this Agreement and agree that the provisions of this Agreement shall be binding upon and inure to the benefit of the successor Trustee and all of the successor Trustee's heirs and legal and personal representatives, successors or assigns. Thereupon, such successor Trustee shall, without any further act, become vested with all the estates, properties, rights, powers, trusts, and duties of his predecessor in the Trust with like effect as if originally named herein; *provided, however,* that a removed or resigning Trustee shall, nevertheless, when reasonably

Trust Claims are Disputed and whether any Disputed Trust Claims became Allowed Trust Claims and if so the Allowed amount. The Reorganized Debtor shall promptly provide an updated Claims Register upon the Trustee's reasonable request, provided, however, that such requests shall not be made more than once per quarter. None of the Debtor, Reorganized Debtor, the Trust and the Trustee ~~and~~, members of the GUC Trust Board, the Senior Notes Indenture Trustee, and the Subordinated Notes Trustee shall incur any liability in connection with the determination of the interests of the Beneficiaries in the Trust and the size of the Disputed Claims Reserve unless such determination is based on their own fraud, gross negligence, or willful misconduct. The Trust and the Trustee shall have the absolute and unconditional right to rely on the information provided by the Debtor or the Reorganized Debtor, as applicable, for purposes of notices and distributions under this Agreement and neither the Trust, the Trustee nor the members of the GUC Trust Board shall incur any liability by relying on the information it receives under this section 5.1, and the Reorganized Debtor shall not incur any liability in connection therewith. Each Beneficiary (shall furnish, in writing, its name, address, tax identification number, and completed IRS Form W-9 or, if applicable, IRS Form W-8, to the Trustee within ~~thirtysixty~~ (3060) days of a written request from the Trustee. As provided in the Plan, the failure to comply with the preceding sentence shall result in the Beneficiary forfeiting their Trust interest and rights to any Distribution, and any such forfeited amounts shall be distributed to the remaining Beneficiaries in accordance with the Plan and the allocation and distribution formulas included in the GUC Trust Settlement Agreement.

Notwithstanding the foregoing, each individual holder of a Senior Notes Deficiency Claim or Subordinated Notes Claim is not required to provide the Trustee with an IRS Form W-9 or

[IRS Form W-8 and, instead, this requirement shall be deemed satisfied by the receipt of either an IRS Form W-9 or IRS Form W-8 from the DTCC.](#)

5.2 Rights of Beneficiaries. Each Beneficiary shall take and hold its beneficial interest in the Trust subject to all of the terms and provisions of this Agreement and the Plan. A Beneficiary shall have no title or right to, or possession, management, or control of, the GUC Trust Assets except as may expressly provide herein. The interest of a Beneficiary in the Trust is in all respects personal property, and the death, insolvency, or incapacity of an individual Beneficiary shall not terminate or affect the validity of this Agreement. No surviving spouse, heir, or devisee of any deceased Beneficiary shall have any right of dower, homestead, inheritance, partition, or any other right, statutory or otherwise, in the GUC Trust Assets, and their sole interest shall be the rights and benefits given to the Beneficiaries under this Agreement.

5.3 Limit on Transfers. The interests of the Beneficiaries in the Trust shall be uncertificated, and shall be reflected only on the books and records of the Trust maintained by the Trustee. Such interests are not negotiable and not transferable except (a) pursuant to applicable laws of descent and distribution (in the case of a deceased individual Beneficiary) or (b) by operation of law. The Trustee shall not be required to record any transfer which, in the Trustee's sole discretion, may be construed to create any uncertainty or ambiguity as to the identity of the holder of the interest in the Trust. Until a transfer is, in fact, recorded on the books and records maintained by the Trustee for the purpose of identifying Beneficiaries, the Trustee, whether or not in receipt of documents of transfer or other documents relating to the transfer, may nevertheless make distributions and send communications as though he or she has

Trustee at least five (5) business days in advance of the Trustee making distributions to Beneficiaries on account of their Allowed Senior Notes Deficiency Claims. The Senior Notes Indenture Trustee shall only be required to act and make distributions in accordance with the Plan, and this Agreement and shall not be required to independently verify or review the calculations prepared by the Trustee with respect to distributions to be made to Beneficiaries on account of their Allowed Senior Notes Deficiency Claims, and shall have no liability for actions taken in accordance with the Plan or in reliance upon distribution information and distribution calculations provided by the Trustee, except solely for actions or omissions arising out of the Senior Notes Indenture Trustee's intentional fraud, willful misconduct, gross negligence or criminal conduct. Further, the Senior Notes Indenture Trustee shall have no obligation or liability for distributions under the Plan to any party who does not (i) hold a Claim against the Debtor as of the Distribution Record Date or (ii) otherwise comply with the terms of the Plan, except solely for actions or omissions arising out of the Indenture Trustees' intentional fraud, willful misconduct, gross negligence or criminal conduct.

7.4 Delivery of Distributions on Account of Senior Notes Deficiency Claims. Upon the occurrence of the Effective Date, the Claims of the Senior Notes Indenture Trustee for the Senior Notes Deficiency Claims shall be, for purposes under the Plan, including without limitation, the right to receive Distributions, substituted for all Trust Claims of Beneficiaries on account of their Allowed Senior Notes Deficiency Claims. Distributions on account of such Senior Notes Deficiency Claims shall be made by the Trustee to (i) the Senior Notes Indenture Trustee ~~or~~, (ii) with the prior written consent of the Senior Notes Indenture Trustee, by means of book-entry exchange through the facilities of DTCC in accordance with DTCC's customary practices, or (iii) at the direction of the Senior Notes Indenture Trustee, to the Claims and

[Solicitation Agent for further distribution to the holders of the Senior Notes Deficiency Claims.](#)

If a Distribution is made to the Senior Notes Indenture Trustee, the Senior Notes Indenture Trustee, in its capacity as a distribution agent, shall administer the Distribution in accordance with the Plan and the applicable Indenture. Nothing herein shall be deemed to impair, waive or extinguish any right of the Senior Notes Indenture Trustee with respect to the Charging Lien against applicable Distributions.

7.5 Service of the Subordinated Notes Indenture Trustee. The Subordinated Notes Indenture Trustee and its respective agents, successors and assigns, and the Trustee shall facilitate the making of the Distributions to Beneficiaries on account of their Allowed Subordinated Notes Claims, in accordance with the Plan and the Subordinated Notes Indenture, and upon completion thereof, shall be discharged of all of its obligations associated with the Subordinated Notes Claims. The Trustee shall be obligated to calculate the Distributions to be made to Beneficiaries on account of their Allowed Subordinated Notes Claims and shall provide such distribution calculations and related information to the Subordinated Notes Indenture Trustee at least five (5) business days in advance of the Trustee making distributions on account of Allowed Subordinated Notes Claims. The Subordinated Notes Indenture Trustee shall only be required to act and make distributions in accordance with the Plan, shall not be required to independently verify or review the calculations prepared by the Trustee with respect to distributions to be made to Beneficiaries on account of their Allowed Subordinated Notes Claims, and shall have no liability for actions taken in accordance with the Plan or in reliance upon distribution information and distribution calculations provided by the Trustee, except solely for actions or omissions arising out of the Subordinated Notes Indenture Trustee's intentional fraud, willful misconduct, gross negligence or criminal conduct. Further,

(e) Compliance with Laws. Any and all Distributions hereunder shall be made in compliance with applicable laws, including but not limited to, applicable federal and state securities laws.

(f) Abandonment. With the approval of the GUC Trust Board, the Trustee may abandon, in any commercially reasonable manner (including abandonment or donation to a charitable organization of his or her choice), any property that the Trustee reasonably concludes is of no benefit to the Beneficiaries. For the avoidance of doubt, no notice to, or approval from the Bankruptcy Court shall be required for any such abandonment.

(g) Distribution Agents. The Trustee shall have the authority to enter into agreements with one or more distribution agents to facilitate the distributions required under the Plan and this Agreement. The Trustee may pay to such distribution agents all reasonable and documented fees and expenses of the distribution agents without the need for any approvals, authorizations, actions or consents.

7.8 Compliance with Tax Requirements. The Trustee shall be authorized to require each Beneficiary to provide it with a current executed IRS Form W-9, Form W-8, or similar tax form as a condition precedent to being sent a Distribution. The Trustee shall provide advance written notice of any such requirement to each Beneficiary affected thereby. The notice shall provide each Beneficiary with a minimum of ~~90~~60 days after the date of mailing of such notice to provide a current executed Form W-9, Form W-8 or similar tax form to the Trustee and shall expressly state that a failure to provide such form within the stated period shall result in a forfeiture of the right to receive any Distribution from the Trust or the proceeds of the GUC Trust Assets, that any such Distribution shall revert to the Trust for distribution on account of other Allowed Trust Claims and that the Allowed Trust Claim of the

Beneficiary originally entitled to such Distribution shall be waived, discharged, cancelled, and forever barred without further order of the Bankruptcy Court. If a Beneficiary does not provide the Trustee with a current executed Form W-9, Form W-8 or similar tax form within the time period specified in such notice, or such later time period agreed to by the Trustee in writing in its discretion, such Beneficiary shall be deemed to have forfeited the right to receive any Distribution on account of its Allowed Trust Claim under the Plan, and any such Distribution shall revert to the Trust for Distribution on account of other Allowed Trust Claims of Beneficiaries and the Allowed Trust Claim of the Beneficiary originally entitled to such Distribution shall be waived, discharged and forever barred without further order of the Bankruptcy Court. Notwithstanding the foregoing, each individual holder of a Senior Notes Deficiency Claim or Subordinated Notes Claim is not required to provide the Trustee with an IRS Form W-9 or IRS Form W-8 and, instead, this requirement shall be deemed satisfied by the receipt of either an IRS Form W-9 or IRS Form W-8 from the DTCC.

7.9 Distributions After Allowance or Disallowance of a Disputed Trust Claim. As soon as reasonably practicable after a Disputed Trust Claim becomes an Allowed Trust Claim, the Trustee shall distribute to the Holder thereof, from the Disputed Claims Reserve, such amount as would have been distributed to such Holder if its Disputed Trust Claim had been a Trust Claim that was Allowed on the Effective Date. The Trustee shall no longer reserve for a Disputed Trust Claim and shall distribute to the Beneficiaries on the next Distribution Date, pursuant to this Agreement, their Pro Rata share of the funds held in the Disputed Claim Reserve on account of any Disputed Trust Claim that becomes Disallowed.

7.10 Undeliverable Distributions and Unclaimed Property. In the event that any Distribution of Cash to any Beneficiary is returned as undeliverable, no further Distribution to

such Beneficiary shall be made unless and until the Trustee or his/her disbursing agent is notified in writing of such Beneficiary's then-current address, at which time such Distribution shall be made to such Beneficiary without interest; *provided, however*, that unless a Beneficiary asserts a claim for an undeliverable Distribution within 120 days after such Distribution is returned as undeliverable, such Distribution shall be deemed unclaimed property within the meaning of section 347(b) of the Bankruptcy Code and all title to and beneficial interest in the GUC Trust Assets represented by any such undeliverable Distributions shall be cancelled and revert to and/or remain in the Trust automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial or state escheat, abandoned or unclaimed property laws to the contrary), and such undeliverable Distributions shall be distributed to the Beneficiaries on account of their Trust Claims in accordance with this Agreement and the allocation and distribution formulas included in the GUC Trust Settlement Agreement. In the event any check sent to a Beneficiary respecting a Distribution to such Beneficiary has not been cashed within six months of the date of the respective Distribution, such check shall be cancelled and ~~no additional Distribution shall be made to such Beneficiary,~~ such Distribution shall be deemed unclaimed property within the meaning of section 347(b) of the Bankruptcy Code, and the Trust Claims of the Beneficiaries that may have been entitled to such Distribution shall be discharged and forever barred from receiving Distributions under this Agreement. After such date, all uncashed Distributions shall become Trust property and revert to the Trust, and shall be redistributed in accordance with this Agreement to the Beneficiaries; *provided, however, the Trustee shall file a notice on the Bankruptcy Court docket listing any such unclaimed Distributions fourteen (14) days' prior to the date such unclaimed Distributions revert to the Trust.* The Trustee may, in its sole

11.5 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

11.6 No Execution. All funds in the Trust shall be deemed *in custodia legis* until such times as the funds have actually been paid to or for the benefit of a Beneficiary, and no Beneficiary or any other Entity can bind, pledge, encumber, execute upon, garnish, or attach the GUC Trust Assets in any manner or compel payment from the Trust except by Final Order of the Bankruptcy Court. Any such payment shall be governed solely by the Plan and this Agreement.

11.7 Plan and Confirmation Order. The terms of this Agreement are intended to supplement and effectuate the terms provided by the Plan and the Confirmation Order. Accordingly, to the extent that the terms of this Agreement are inconsistent with the terms set forth in the Plan, then the terms of this Agreement shall govern and control, provided, however, to the extent that the terms of this Agreement are inconsistent with the terms set forth in the Plan with respect to a matter that relates to the Senior Notes Deficiency Claim, then the terms of the Plan shall control over the terms of this Agreement only where a matter relates to the Senior Notes Deficiency Claim. To the extent that the terms of this Agreement are inconsistent with the terms set forth in the Confirmation Order, then the terms of the Confirmation Order shall govern and control. Any immaterial effectuating provisions of the Plan or this Agreement may be interpreted by the Trustee in such a manner that is consistent with the overall purpose and intent of the Plan and this Agreement all without further Bankruptcy Court order.

11.8 Severability. If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void,

EXHIBIT A

[List of GUC Trust Board Members]

1. ~~Andrew L. Sole, Esq.~~ [Esopus Creek Management LLC](#)
2. Carl E. Ailara Jr., Esq. [for HCL America, Inc.](#)
3. ~~TBD~~ [Ocean Ridge Capital Advisors LLC](#)

EXHIBIT C

[Terms of Compensation for Trustee and GUC Trust Board Members]

~~{To Be Provided}~~

1. Trustee Compensation - \$2,500 per month plus 2.75% of gross recoveries. The percentage component does not apply to recoveries from Preference Actions until the GUC Trust Cash Contribution is paid back to the Debtor.

2. GUC Trust Board Members – Each member of the GUC Trust Board shall be paid \$40,000 per year for the first two years after the GUC Trust is established. After the second anniversary of the establishment of the GUC Trust, the GUC Trustee and GUC Trust Board Members shall confer with one another to determine whether the annual compensation for each GUC Trust Board Member shall be adjusted downward.

EXHIBIT 9.1

ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Exhibit 9.1-1 Assumed Executory Contracts and Unexpired Leases

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
GINGULAR WIRELESS LLC	ATTN: SENIOR CONTRACT MANAGER FOR SUPPLIER'S ACCOUNT 5565 GLENRIDGE CONNECTOR ATLANTA, GA 30342	Master Supplier Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 10/30/2006	\$0.00
CITY OF FRISCO, TEXAS	ATTN: GEORGE PUREFOY CITY HALL 6101 FRISCO SQUARE, FIFTH FLOOR FRISCO, TX 75034	Master Settlement Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/6/2012	See Confirmation Order
CITY OF FRISCO, TEXAS	ATTN: GEORGE PUREFOY CITY HALL 6101 FRISCO SQUARE, FIFTH FLOOR FRISCO, TX 75034	Escrow Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/15/2012	See Confirmation Order
CITY OF FRISCO, TEXAS	ATTN: GEORGE PUREFOY CITY HALL 6101 FRISCO SQUARE, FIFTH FLOOR FRISCO, TX 75034	Voluntary Cleanup Program Agreement (#2541), and any related amendments, modifications, renewals, and extensions thereto	See Confirmation Order
CRICKET COMMUNICATIONS, INC.	ATTN: LEGAL DEPARTMENT; ATTN: PROCUREMENT 5887 COPLEY DRIVE SAN DIEGO, CA 92111	Mutual Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 02/17/2011	\$0.00
DARAMIC, LLC	ATTN: GENERAL COUNSEL 11430 NORTH COMMUNITY HOUSE RD, SUITE 350 CHARLOTTE, NC 28277	Supply Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 09/04/2012	\$78,461.34
ILLINOIS CENTRAL RAILROAD COMPANY	17641 ASHLAND AVENUE HOMEWOOD, IL 60430	Right of Entry Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 05/31/2005	\$0.00
SYNTERRA CORPORATION	ATTN: ERIC SNIDER 148 RIVER STREET, SUITE 220 GREENVILLE, SC 29601	Master Services Agreement, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 08/20/2012	\$0.00
UNION PACIFIC RAILROAD	ATTN: REAL ESTATE FOLDER 2565-12 1400 DOUGLAS STREET, MAIL STOP 1690 OMAHA, NE 68179	Industry Track Contract - Audit Number 62355, and any related amendments, modifications, renewals, and extensions thereto Contract Dated: 06/26/1945	\$0.00

Exhibit 9.1-2 Disputed Executory Contracts and Unexpired Leases

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
<u>CINGULAR WIRELESS LLC</u>	<u>ATTN: SENIOR CONTRACT MANAGER FOR SUPPLIER'S ACCOUNT</u> <u>5565 GLENRIDGE CONNECTOR</u> <u>ATLANTA, GA 30342</u>	<u>Master Supplier Agreement, and any related amendments, modifications, renewals, and extensions thereto</u> <u>Contract Effective Date: 10/30/2006</u>	<u>Disputed</u>
<u>CRICKET COMMUNICATIONS, INC.</u>	<u>ATTN: LEGAL DEPARTMENT; ATTN: PROCUREMENT</u> <u>5887 COPLEY DRIVE</u> <u>SAN DIEGO, CA 92111</u>	<u>Mutual Non-Disclosure Agreement, and any related amendments, modifications, renewals, and extensions thereto</u> <u>Contract Effective Date: 02/17/2011</u>	<u>Disputed</u>