

TERMS OF SALE – EXIDE INDUSTRIAL PORTFOLIO

INITIAL INDICATIONS: The deadline for submitting all Initial indications of Interest (“IOI”) for individual or groups of properties within this portfolio is scheduled for **5:00 p.m. ET, on August 5, 2020**. Initial Indications should be signed on behalf of an organization by a duly authorized officer and should be submitted via email to Hilco Real Estate: ProjectEdisonNPP@HilcoGlobal.com with a copy to: ProjectEdisonNPP@ankura.com. IOIs that are received after the deadline may not be eligible for consideration and may be returned to the sender.

Exide Portfolio – 20+ Surplus Industrial Assets, Development Sites and Residential Properties throughout the US, the Non-Performing Properties (“NPP s”).

IOIS may be placed for the properties individually or in any combination.

DOCUMENTS AVAILABLE: A Virtual Data Room (“VDR”) has been created and contains important due diligence information, including a Draft Asset Purchase Agreement, environmental information, preliminary commitment of title, and other property information, local information, and terms of sale. Access to the Due Diligence Information is available upon the execution of a non-disclosure agreement (“NDA”) with Exide in form and substance acceptable to Exide. The NDA is available for review and execution on Hilco’s website: www.HilcoRealEstate.com/exide. Please note that all information in the VDR is and must be treated as “Confidential Information” pursuant to the NDA. The level of detail will be commensurate with this Initial Indication stage of the sale process. Seller, Seller’s Broker and those employed by Seller shall not be liable for any inaccuracy contained in any reports furnished to buyers originating from third party experts.

ATTORNEY REVIEW: We recommend that the Asset Purchase Agreement (“Agreement”) and the Terms of Sale be reviewed by a buyer’s attorney prior to submitting a final Agreement. The terms of this sale are governed by the terms of the Agreement and if there is any conflict between these “Terms of Sale” and such Agreement, the terms of the Agreement shall in all instances prevail.

SALE PROCEDURE

OFFER CONSIDERATION: IOIs will be given priority on the sole discretion of the Seller. Initial Indication should reflect a buyer’s best and most attractive offer based on the information available and should address, at a minimum, each of the items set forth below:

1. Scope of Transaction: Please include a clear description of the NPP asset(s) you intend to acquire and state the structure and related valuation you would ascribe to each individual asset(s).

2. Purchase Price and Consideration: Indicate the total purchase price to be paid by you upon closing of the Transaction and a description of the material assumptions with respect to your valuation.

3. Environmental Liability Assumption: Please confirm your willingness to assume all environmental liabilities associated with the NPP asset(s) you intend to purchase.

4. Transfer Tax Assumption: Please confirm your willingness to pay all transfer taxes, if any, associated with the transfer of the NPP asset(s) you intend to purchase.

5. Conditions and Approvals: Provide a description of any conditions to the consummation of a transaction, including any corporate, shareholder, regulatory or other third-party approvals, and include a statement that you will obtain all approvals required to purchase and operate the asset(s). Please include a proposed timetable and outstanding diligence items required for expeditiously consummating a transaction. Notwithstanding the above, Exide is looking for as-is/where-is offers and discourage the inclusion of contingencies.

6. Financing: Please provide sufficient evidence to provide adequate assurance of future performance and financial capacity to consummate the transaction or a detailed summary of the sources of funds to consummate the transaction. If external financing is required as part of your Initial Indication, please describe the proposed capital structure to be utilized in connection with the transaction and the proposed source(s) of such financing and material terms related thereto. Please note that Exide will not consider Initial Indications that contain financing contingencies to the transaction. Please be reminded that under the terms of the NDA, you are or will be prohibited from contacting or having discussions with potential financing sources (whether debt or equity) without Exide’s prior written consent.

7. Stalking Horse: Exide may require that certain transaction structures be effected through a Chapter 11 process. Please confirm in your Initial Indication your willingness to serve as a “stalking horse” under Section 363 of the Bankruptcy Code. Please include the detailed parameters under which you would serve as a “stalking horse.”

8. Contacts and Advisors: Please provide email addresses and phone numbers for team members and any advisors that you have engaged or intend to engage in connection with the transaction (e.g., financial, accounting, legal or other) and a clear description of their respective roles. Please also indicate with whom we may discuss your Initial Indication.

9. Additional Diligence Requests: Please provide a list of any material due diligence requests and a description of the expected timing to complete your due diligence.

10. Additional Highlights Regarding Your Initial Indication: Please provide any other highlights or details that would be helpful in clarifying your Initial Indication and overall interest in the transaction.

11. Purchase Agreement: Although your Initial Indication does not need to be submitted on the form Asset Purchase Agreement, the form Agreement will be included in the due diligence documents for review prior to submitting your offer.

BUYER’S PREMIUM: All purchasers shall pay a Buyer’s Premium equal to eight percent (8%) of the High Bid Price. The High Bid plus the 8% premium shall equal the Total Purchase Price. This amount shall be added to the High Bid and the sum will be the Total Purchase Price in the Agreement (High Bid + 8% BP = Total Purchase Price).

INSPECTION: The properties are being offered for sale in their existing condition subject to the terms of the Agreement. The Purchaser may not rely upon any disclosures, representations or warranties other than those provided in the Agreement. We recommend you thoroughly inspect the properties prior to the Offer Deadline. Those inspecting the properties assume all risk associated with any inspection. **Contact Fernando Palacios at (877) 933-7779 or fpalacios@hilcoglobal.com to schedule an inspection.**

SELLER’S AGENT: Hilco Real Estate, LLC, and all licensees employed by or associated with Hilco Real Estate, LLC who are involved with this sale, represent the Seller in this real estate transaction

ENVIRONMENTAL DISCLAIMER: Many of the properties contained in this offering have ongoing environmental monitoring. Reports detailing the current status of any environmental issues are located in the VDR. Interested parties are encouraged to review the environmental information and consult with their own environmental experts prior to submitting an offer.

The Seller and Broker and their agents assume no liability for inaccuracies, errors or omissions in the auction marketing materials, including the Due Diligence Information. ALL SQUARE FOOTAGE, ACREAGE, DIMENSIONS, COMMON AREA CHARGES (IF ANY), AND TAXES IN THIS AND OTHER MARKETING MATERIALS ARE APPROXIMATE. This offering may be withdrawn, modified or canceled without notice at any time. This is not a solicitation or offering to residents of any state where this offering is prohibited by law.