

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	:	Chapter 11
	:	
Diebold Holding Company, LLC, <i>et al.</i> , ¹	:	Case No. 23-90602
	:	
Debtors.	:	(Jointly Administered)
	:	

**NOTICE OF ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED
LEASES OF DEBTORS AND RELATED PROCEDURES**

On June 1, 2023, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the *Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization* [Docket No. 17] (as it may be amended, modified, or supplemented from time to time, the "Plan").²

On the Effective Date, except as otherwise provided in the Plan or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, all Executory Contracts and Unexpired Leases shall be deemed assumed, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date under section 365 of the Bankruptcy Code, except for any Executory Contract or Unexpired Lease that (1) was assumed or rejected previously by the Debtors; (2) previously expired or terminated pursuant to its own terms; (3) is the subject of a motion to reject filed on or before the Effective Date; or (4) is identified on the Rejected Executory Contract and Unexpired Lease List.

Entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the assumption, assumption and assignment (including any related assignment resulting from the Restructuring Transactions or otherwise), or rejection, as applicable, of such Executory Contracts or Unexpired Leases as set forth in the Plan and the Rejected Executory Contract and Unexpired Lease List, as applicable, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated, assumptions, assumptions and assignments, or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Subject to the Restructuring Steps Memorandum and Restructuring Transactions, each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order but not assigned to a third party before the Effective Date shall re-vest in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been

¹ The Debtors are the following ten entities (the last four digits of their respective federal taxpayer identification numbers, if any, follow in parentheses): Diebold Nixdorf, Incorporated (3970); Diebold Nixdorf Technology Finance, LLC (9709); Diebold Global Finance Corporation (2596); Diebold SST Holding Company, LLC (3595); Diebold Holding Company, LLC (3478); Diebold Self-Service Systems (8298); Griffin Technology Incorporated (4416); Impexa LLC (1963); Diebold Nixdorf Canada, Limited (N/A); and Diebold Canada Holding Company Inc. (N/A). The Debtors' noticing address in these Chapter 11 Cases is 50 Executive Parkway, Hudson, OH 44236.

² Capitalized terms used but otherwise undefined herein have the meanings ascribed to them in the Plan.

modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order. Notwithstanding anything to the contrary in the Plan, the Debtors, or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Rejected Executory Contract and Unexpired Lease List at any time through and including 30 days after the Effective Date.

Except as otherwise provided herein or agreed to by the Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. To the extent that any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or modified or deemed breached or modified by, the assumption or assumption and assignment of such Executory Contract or Unexpired Lease (including any “change of control” or “change in control” provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default- or modification-related rights with respect thereto. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

Any monetary defaults under any Executory Contract or Unexpired Lease to be assumed under the Plan (a “Cure Amount”) shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Amount at such times and in such amounts as in the ordinary course of the Debtors’ business or, at the Debtors’ election, on the Effective Date or on such other terms as agreed upon by you and the Debtors. If you believe that any Cure Amounts are due by the Debtors in connection with the assumption of your Executory Contract or Unexpired Lease, you should assert such Cure Amounts against the Debtors in the ordinary course of business.

If you wish to object to the assumption of an Executory Contract or Unexpired Lease on any basis, you must file with the Bankruptcy Court a written objection (an “Objection”) that complies with the Bankruptcy Rules and sets forth (i) the basis for such objection and specific grounds therefor and (ii) the name and contact information of the person authorized to resolve such objection no later than **July 5, 2023, at 4:00 p.m. (prevailing Central Time)** (the “Objection Deadline”).

If, after the Effective Date, the Debtors modify the Rejected Executory Contract and Unexpired Lease List to remove an Executory Contract or Unexpired Lease to which you are a counterparty, such that such Executory Contract or Unexpired Lease will be assumed by the applicable Debtor, the Objection Deadline for filing an Objection to the assumption of such Executory Contract or Unexpired Lease shall be 30 days after the Effective Date, or at such other date ordered by the Bankruptcy Court.

The Debtors request that, before filing an Objection, you contact the Debtors prior to the Objection Deadline to attempt to resolve such dispute consensually. The Debtors can be contacted for such matters by calling (833) 701-9076 (U.S./Canada toll free) and (646) 440-4833 (international toll) or emailing dieboldnixdorfinfo@ra.kroll.com. If such dispute cannot be resolved consensually prior to the Objection Deadline, you must file an Objection as set forth herein to preserve your right to object.

If no Objection is timely received with respect to the assumption or assumption and assignment of an Executory Contract or Unexpired Lease, you shall (a) be deemed to have assented to such assumption or assumption and assignment, adequate assurance of future performance and Cure Amount; and (b) be forever barred, estopped, and enjoined from challenging the validity of such assumption, assumption and assignment, adequate assurance of future performance, or payment of the Cure Amount as proposed.

If there is a dispute regarding the assumption of any Executory Contract or Unexpired Lease, the payment of the Cure Amount shall be made following the entry of an order resolving the dispute and approving the assumption. After the resolution of any such dispute, the applicable Debtor or Reorganized Debtor may decide, in the exercise of its sound business judgment, that the Cure Amount renders assumption of such Executory Contract or Unexpired Lease unfavorable and may reject such Executory Contract or Unexpired Lease. Such rejected Executory Contract or Unexpired Lease shall be deemed listed on the Rejected Executory Contract and Unexpired Lease List.

The assumption of any Executory Contract or Unexpired Lease shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, arising under such Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. Any Proof of Claim filed with respect to an Executory Contract or Unexpired Lease shall be deemed disallowed and expunged.

If a timely Objection is filed in accordance with this notice pertaining to assumption of an Executory Contract or Unexpired Lease, and cannot be otherwise resolved by the parties, the Bankruptcy Court may hear such Objection at the hearing to be held on **July 12, 2023 at 2:30 p.m., prevailing Central Time**, at which time the Bankruptcy Court will consider, among other things, the adequacy of the Disclosure Statement and confirmation of the Plan.

Copies of the Plan and other documents filed in these Chapter 11 Cases may be obtained free of charge by visiting the website maintained by the Debtors' claims, noticing and solicitation agent, Kroll Restructuring Administration LLC, at <https://cases.ra.kroll.com/dieboldnixdorf/> or for a fee via PACER at <https://ecf.txsb.uscourts.gov>.

UNLESS AN OBJECTION IS TIMELY FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

Dated: June 14, 2023
Houston, Texas

/s/ Matthew D. Cavanaugh

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*Proposed Counsel for the Debtors and Debtors
in Possession*

Certificate of Service

I certify that on June 14, 2023, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Matthew D. Cavanaugh

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