

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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In re: : Chapter 11  
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EXIDE TECHNOLOGIES, : Case No. 13-11482 (KJC)  
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Debtor.<sup>1</sup> : **Related Docket No. 964, 1038, 1049, 1070**  
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**ORDER PURSUANT TO 11 U.S.C. §§ 105 AND 365 AND FED. R. BANKR. P. 6006 AND 9014 AUTHORIZING AND APPROVING (I) EXPEDITED PROCEDURES FOR (A) ASSUMPTION, (B) ASSUMPTION AND ASSIGNMENT, AND (C) REJECTION OF UNEXPIRED NONRESIDENTIAL REAL PROPERTY LEASES AND (II) PROCEDURES TO APPROVE AGREEMENTS EXTENDING THE SECTION 365(d)(4) ASSUME/REJECT DEADLINES**

Upon the motion dated October 24, 2013 (the "Motion")<sup>2</sup> of Exide Technologies ("Exide" or the "Debtor") for entry of an order, pursuant to sections 105 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code") and Rules 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (as amended, the "Bankruptcy Rules"), authorizing approving certain procedures (i) for the expedited (a) assumption, (b) assumption and assignment, and (c) rejection of unexpired leases of nonresidential real property, including subleases or other agreements to which the Debtor is a party that may be considered an unexpired lease of nonresidential real property (collectively, the "Leases") and (ii) for approving agreements extending the Bankruptcy Code section 365(d)(4) assume/reject deadline (the "365(d)(4) Deadline"), as more fully set forth in the Motion; and this Court having jurisdiction to

<sup>1</sup> The last four digits of the Debtor's taxpayer identification number are 2730. The Debtor's corporate headquarters are located at 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and it appearing that no other or further notice need be provided; and this Court having determined that the relief sought in the Motion is in the best interests of the Debtor, its creditors, and all other parties in interest; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor, it is

**ORDERED, ADJUDGED, AND DECREED that:**

1. The Motion is GRANTED as set forth herein.

2. The following procedures (the "Rejection Procedures") are authorized and approved in connection with the rejection of any Lease of the Debtor during the Chapter 11 Case as follows:

- a. Rejection Notice: The Debtor will file a notice to reject any such Lease, pursuant to Bankruptcy Code section 365 (the "Rejection Notice"), which shall be substantially in the form of Exhibit A attached to the Motion and shall set forth the following information, to the best the Debtor's knowledge, as applicable: (i) the street address of the property underlying the Lease(s) to be rejected; (ii) the names and addresses of the counterparties to such Lease(s); (iii) the remaining term of the Lease(s) to be rejected; (iv) the proposed effective date of the rejection for each such Lease (the "Rejection Date"); and (v) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below).
- b. Rejection Date. The Rejection Date for the Leases shall not be earlier than the later of: (i) service of the Rejection Notice or (ii) the Debtor's unequivocal surrender of the Lease premises and the delivery of the keys, key codes, and alarm codes to the premises to the applicable lease counterparty.

- c. Service of the Rejection Notice: The Debtor will cause the Rejection Notice to be served by overnight delivery service upon the following parties (the "Rejection Notice Parties") (i) any lease counterparty affected by the Rejection Notice; (ii) the Office of the United States Trustee for the District of Delaware, Office of the United States Trustee, Room 2207, Lockbox 35, 844 North King Street, Wilmington, Delaware 19801, Attn: Mark Kenney, Esq.; (iii) counsel to the agent under the debtor in possession financing, Davis, Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Damian S. Schaible, Esq. and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins, Esq.; (iv) counsel to the agent for the Debtor's prepetition secured lenders, Greenberg Traurig, LLP, 3333 Piedmont Road NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil, Esq. and 1007 N. Orange St., Suite 1200, Wilmington, Delaware 19801, Attn: Dennis A. Meloro, Esq.; (v) the indenture trustee for the Debtor's secured bond issuances, Wells Fargo Bank, N.A., 7000 Central Parkway NE, Suite 550, Atlanta, Georgia 30328, Attn: Corporate Trust Services - Exide Technologies; (vi) the indenture trustee for the Debtor's unsecured bond issuances, U.S. Bank National Association, Global Corporate Trust Services, 60 Livingston Ave., EP-MN-WS1D, St. Paul, Minnesota 55107, Attn: Cindy Woodward; (vii) counsel to the unofficial committee of senior secured noteholders, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Alice Belisle Eaton, Esq. and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Pauline K. Morgan, Esq.; (viii) counsel to the Creditors' Committee, Lowenstein Sandler LLP, 1251 Avenue of the Americas, New York, New York 10020, Attn: Kenneth A. Rosen, Esq. and Gerald C. Bender, Esq., and 65 Livingston Avenue, Roseland, New Jersey 07068, Attn: Sharon L. Levine, Esq.; and (ix) any other parties in interest who are required to be given notice pursuant to Federal Rule of Bankruptcy Procedure 2002, advising such parties of the Debtor's intent to reject the specified Lease(s), as well as the deadlines and procedures for filing objections to the Rejection Notice (as set forth below).
- d. Objection Procedures. Should a party in interest object to the proposed rejection by the Debtor of a Lease, such party must file and serve a written objection so that such objection is filed with this Court and is actually received by the following parties (collectively, the "Objection Service Parties") no later than fourteen (14) calendar days after the date the Debtor serves the Rejection Notice: (i) counsel to the Debtor, Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, New York 10036, Attn: Kenneth S. Ziman, Esq. and J. Eric Ivester, Esq. and One Rodney Square, P.O. Box 636, Wilmington, Delaware 19899-0636, Attn: Anthony W. Clark, Esq. and 155 N. Wacker Drive, Chicago, Illinois 60606-1720, Attn: James J. Mazza, Jr. and Louis S. Chiappetta; (ii) co-

counsel for the Debtor, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19899-8705, Attn.: Laura Davis Jones; (iii) counsel to the Creditors' Committee, Lowenstein Sandler LLP, 1251 Avenue of the Americas, New York, New York 10020, Attn: Kenneth A. Rosen, Esq. and Gerald C. Bender, Esq., and 65 Livingston Avenue, Roseland, New Jersey 07068, Attn: Sharon L. Levine, Esq.; (iv) counsel to the agent under the debtor in possession financing, Davis, Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Damian S. Schaible, Esq. and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins, Esq.; (v) counsel to the unofficial committee of senior secured noteholders, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Alice Belisle Eaton, Esq. and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Pauline K. Morgan, Esq.; (vi) the Office of the United States Trustee for the District of Delaware, Office of the United States Trustee, Room 2207, Lockbox 35, 844 North King Street, Wilmington, Delaware 19801, Attn: Mark Kenney, Esq.; (vii) any counterparty to the affected Lease; and (viii) any other parties in interest who are required to be given notice pursuant to Federal Rule of Bankruptcy Procedure 2002.

- e. Event of No Objection. Absent an objection being filed in compliance with subparagraph (d) of this paragraph within fourteen (14) calendar days after the Rejection Date, the rejection of such Lease shall be deemed authorized and approved with such rejection to be effective as of the date of rejection designated in the Rejection Notice, without further notice, hearing or order of this Court unless the Debtor withdraws such Notice of Rejection on or prior to the Rejection Date.
- f. Unresolved Objections. If a timely objection is filed that cannot be resolved, the Debtor shall file a notice of hearing to consider the unresolved objection (the "Rejection Motion Hearing"). If such objection is overruled or withdrawn, such Lease shall be rejected with the effective date of rejection to be that which is set forth in the Rejection Notice or such other dates as the Debtor and the lease counterparty(s) have agreed.
- g. With respect to any personal property of the Debtor located at any of the premises subject to any Notice, the Debtor shall remove such property prior to the expiration of the period within which a party must file and serve a written objection pursuant to subparagraph (d) above. If the Debtor determines, in consultation with the Creditors' Committee, that the value of the property at a particular location has a *de minimis* value or the cost of removing the property exceeds the value of such property, the Debtor shall generally describe the property in the Notice and, absent a timely objection, the property (the "Abandoned Property") will be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, where

is, effective as of the date of the rejection of the underlying unexpired lease.

- h. Rejection Damages Proofs of Claim. Each counterparty to a Lease that is rejected pursuant to the Rejection Procedures is required to file a proof of claim relating to the rejection of such Lease, if any, by the later of (i) 45 days after the Rejection Date, and (ii) any applicable claims bar date established in this Chapter 11 Case.

3. The following procedures (the "Assumption Procedures") are approved in connection with assuming and assigning (if applicable) any Lease of the Debtor during the Chapter 11 Case as follows:

- a. Assumption Notice. The Debtor will file and serve a notice (the "Assumption Notice") to assume and assign (if applicable) any Lease(s) pursuant to section 365 of the Bankruptcy Code, which shall be substantially in the form of Exhibit B attached to the Motion and shall set forth the following information, to the best the Debtor's knowledge, as applicable: (i) the Lease(s) to be assumed; (ii) the names and addresses of the counterparties to such Lease(s); (iii) the proposed effective date of the assumption and assignment (if applicable) for each such Lease(s), which date may not be before the date of service of the Assumption Notice; (iv) the proposed cure amount, if any; and (v) the deadlines and procedures for filing objections to the Assumption Notice (as set forth below).
- a. Assumption Date. The Assumption Date for the Leases shall be no earlier than (i) fourteen (14) calendar days after the date the Debtor serves the relevant Assumption Notice upon the applicable counterparty, (ii) the effective date as set forth in the Assumption Notice or (iii) such other date to which the Debtor and the counterparty or counterparties to such Lease(s) have agreed.
- b. Service of the Assumption Notice. The Debtor will cause the Assumption Notice to be served by overnight delivery service upon the following parties (the "Assumption Notice Parties") (i) any lease counterparty affected by the Assumption Notice; (ii) the Office of the United States Trustee for the District of Delaware, Office of the United States Trustee, Room 2207, Lockbox 35, 844 North King Street, Wilmington, Delaware 19801, Attn: Mark Kenney, Esq.; (iii) counsel to the agent under the debtor in possession financing, Davis, Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Damian S. Schaible, Esq. and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins, Esq.; (iv) counsel to the agent for the Debtor's prepetition secured

lenders, Greenberg Traurig, LLP, 3333 Piedmont Road NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil, Esq. and 1007 N. Orange St., Suite 1200, Wilmington, Delaware 19801, Attn: Dennis A. Meloro, Esq.; (v) the indenture trustee for the Debtor's secured bond issuances, Wells Fargo Bank, N.A., 7000 Central Parkway NE, Suite 550, Atlanta, Georgia 30328, Attn: Corporate Trust Services - Exide Technologies; (vi) the indenture trustee for the Debtor's unsecured bond issuances, U.S. Bank National Association, Global Corporate Trust Services, 60 Livingston Ave., EP-MN-WS1D, St. Paul, Minnesota 55107, Attn: Cindy Woodward; (vii) counsel to the unofficial committee of senior secured noteholders, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Alice Belisle Eaton, Esq. and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Pauline K. Morgan, Esq.; (viii) counsel to the Creditors' Committee, Lowenstein Sandler LLP, 1251 Avenue of the Americas, New York, New York 10020, Attn: Kenneth A. Rosen, Esq. and Gerald C. Bender, Esq., and 65 Livingston Avenue, Roseland, New Jersey 07068, Attn: Sharon L. Levine, Esq.; and (ix) any other parties in interest who are required to be given notice pursuant to Federal Rule of Bankruptcy Procedure 2002.

- c. Objection Procedures. Parties objecting to a proposed assumption, including to the proposed cure amount, must file and serve a written objection so that such objection is filed with the Court and is actually received by the Objection Service Parties no later than fourteen (14) calendar days after the date the Debtor serves the relevant Assumption Notice.
- d. Event of No Objection. If an objection to the assumption of any Lease(s) is not timely filed, then: (i) the Debtor's proposed cure amount shall be binding upon the non-debtor party to the Lease for all purposes in the Chapter 11 Case and will constitute a final determination of the assumption; and (ii) the effective date of such assumption will be as set forth in the Assumption Notice or such other date to which the Debtor, in consultation with the Creditors' Committee, and the counterparty or counterparties to such Lease(s) have agreed.
- e. Unresolved Objections. If an objection to the assumption of any Lease(s) is timely filed and not withdrawn or resolved, the Debtor shall file a notice for a hearing to consider the objection for the Lease(s) to which such objection relates (the "Assumption Motion Hearing"). If such objection is overruled or withdrawn, such Lease(s) shall be assumed with the effective date of such assumption to be as set forth in the Assumption Notice or such other date to which the Debtor, in consultation with the Creditors' Committee, and the counterparty or counterparties to such Lease(s) have agreed.

- f. Payment of Cure Amount. All undisputed cure amounts shall be paid within ten (10) days of the Assumption Date. Any disputed cure amount must be paid by the earlier of (i) when the Debtor and the Lease counterparty can agree to an amount or (ii) ten (10) days after the date of the entry of an order by the Bankruptcy Court determining an amount.
- g. Assignment. If the Debtor intends to assign any Lease(s) the Assumption Notice shall also set forth (A) name(s) and address(es) of the assignee(s) of the Lease(s); (B) the proposed purchase price, including the terms of payment, to be paid by the assignee(s) to the assignor(s) of a Lease(s); and (C) a certification by the Debtor that the assignee has provided information to the affected lease counterparty of the Lease(s) demonstrating the assignee's ability to comply with the requirements of adequate assurance of future performance under section 365(f)(2)(B) and, if applicable, section 365(b)(3) of the Bankruptcy Code, including, without limitation, the assignee's financial wherewithal and willingness to perform under the Lease(s) (such information, the "Adequate Assurance Information").

4. The following procedures (the "Extension Procedures," and together with the Rejection Procedures and the Assumption Procedures, the "Lease Procedures") are approved in connection with extension of the 365(d)(4) Deadline with respect to any Lease of the Debtor during the Chapter 11 Case as follows:

- a. Extension Notice: The Debtor, after receiving prior written consent to extend the 365(d)(4) Deadline from the applicable landlord(s), will file a notice (the "Extension Notice"), which shall be substantially in the form of Exhibit C attached hereto and shall set forth the following information, to the best of the Debtor's knowledge, as applicable: (i) the street address of the property underlying the Lease(s) to be extended; (ii) the names and addresses of the counterparties to such Lease(s); (iii) the proposed extension of the 365(d)(4) Deadline (the "Extension Date"); and (iv) the deadlines and procedures for filing objections to the Extension Notice (as set forth below).
- b. Service of the Extension Notice: The Debtor will cause the Extension Notice to be served by overnight delivery service upon the following parties (the "Extension Notice Parties") (i) any lease counterparty affected by the Extension Notice; (ii) the Office of the United States Trustee for the District of Delaware, Office of the United States Trustee, Room 2207, Lockbox 35, 844 North King Street, Wilmington, Delaware 19801, Attn: Mark Kenney, Esq.; (iii) counsel to the agent under the debtor in possession financing, Davis, Polk & Wardwell LLP, 450 Lexington

Avenue, New York, New York 10017, Attn: Damian S. Schaible, Esq. and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins, Esq.; (iv) counsel to the agent for the Debtor's prepetition secured lenders, Greenberg Traurig, LLP, 3333 Piedmont Road NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil, Esq. and 1007 N. Orange St., Suite 1200, Wilmington, Delaware 19801, Attn: Dennis A. Meloro, Esq.; (v) the indenture trustee for the Debtor's secured bond issuances, Wells Fargo Bank, N.A., 7000 Central Parkway NE, Suite 550, Atlanta, Georgia 30328, Attn: Corporate Trust Services - Exide Technologies; (vi) the indenture trustee for the Debtor's unsecured bond issuances, U.S. Bank National Association, Global Corporate Trust Services, 60 Livingston Ave., EP-MN-WS1D, St. Paul, Minnesota 55107, Attn: Cindy Woodward; (vii) counsel to the unofficial committee of senior secured noteholders, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Alice Belisle Eaton, Esq. and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Pauline K. Morgan, Esq.; (viii) counsel to the Creditors' Committee, Lowenstein Sandler LLP, 1251 Avenue of the Americas, New York, New York 10020, Attn: Kenneth A. Rosen, Esq. and Gerald C. Bender, Esq., and 65 Livingston Avenue, Roseland, New Jersey 07068, Attn: Sharon L. Levine, Esq.; and (ix) any other parties in interest who are required to be given notice pursuant to Federal Rule of Bankruptcy Procedure 2002, advising such parties of the Debtor's intent to reject the specified Lease(s), as well as the deadlines and procedures for filing objections to the Extension Notice (as set forth below).

- c. Objection Procedures. Should a party in interest object to the proposed extension of the 365(d)(4) Deadline, such party must file and serve a written objection so that such objection is filed with this Court and is actually received by the following parties (collectively, the "Objection Service Parties") no later than seven (7) calendar days after the date the Debtor serves the Extension Notice: (i) counsel to the Debtor, Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, New York 10036, Attn: Kenneth S. Ziman, Esq. and J. Eric Ivester, Esq. and One Rodney Square, P.O. Box 636, Wilmington, Delaware 19899-0636, Attn: Anthony W. Clark, Esq. and 155 N. Wacker Drive, Chicago, Illinois 60606-1720, Attn: James J. Mazza, Jr. and Louis S. Chiappetta; (ii) co-counsel for the Debtor, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19899-8705, Attn.: Laura Davis Jones; (iii) counsel to the Creditors' Committee, Lowenstein Sandler LLP, 1251 Avenue of the Americas, New York, New York 10020, Attn: Kenneth A. Rosen, Esq. and Gerald C. Bender, Esq., and 65 Livingston Avenue, Roseland, New Jersey 07068, Attn: Sharon L. Levine, Esq.; (iv) counsel to the agent under the debtor in possession financing, Davis, Polk & Wardwell LLP, 450 Lexington Avenue, New York, New



York 10017, Attn: Damian S. Schaible, Esq. and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins, Esq.; (v) counsel to the unofficial committee of senior secured noteholders, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Alice Belisle Eaton, Esq. and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Pauline K. Morgan, Esq.; (vi) the Office of the United States Trustee for the District of Delaware, Office of the United States Trustee, Room 2207, Lockbox 35, 844 North King Street, Wilmington, Delaware 19801, Attn: Mark Kenney, Esq.; (vii) any counterparty to the affected Lease; and (viii) any other parties in interest who are required to be given notice pursuant to Federal Rule of Bankruptcy Procedure 2002.

- d. Event of No Objection. Absent an objection being filed in compliance with subparagraph (c) of this paragraph within seven (7) calendar days after the Extension Date, the proposed Extension Date shall, without further notice, hearing, or order of the Court, be the date by which the Debtor must assume or reject the applicable lease in accordance with Bankruptcy Code section 365(d)(4)(B)(ii) absent further agreement between the Debtor and the applicable lessor.
- e. Unresolved Objections. If a timely objection is filed that cannot be resolved, the Debtor shall file a notice of hearing to consider the unresolved objection (the "Extension Motion Hearing"). If such objection is overruled or withdrawn, such extension shall be approved as set forth in the Extension Notice or to the extent provided by the Court.

5. The Extension Procedures do not apply (including, without limitation, paragraph 4(c) hereof), and the Debtor shall not be granted or otherwise obtain an extension of the 365(d)(4) Deadline pursuant to the Extension Procedures or any provision of this Order, where the lessor of an unexpired lease of nonresidential real property has not given prior written consent pursuant to Bankruptcy Code section 365(d)(4)(B)(ii).

6. Nothing herein shall be construed to extend the 365(d)(4) Deadline absent the written consent of a landlord.

7. Nothing herein shall be deemed to constitute the postpetition assumption of any executory contract.

8. Nothing herein shall relieve the Debtor of any of its obligations in connection with its debtor in possession financing or enlarge the Debtor's rights with respect thereto.

9. Approval of the Lease Procedures and this Order will not prevent the Debtor from seeking to reject or assume a Lease or Leases by separate motion or seeking to extend the 365(d)(4) Deadline by a separate motion.

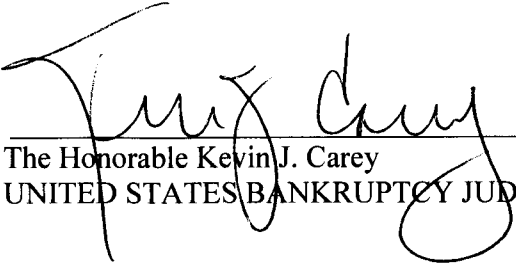
10. Any and all valid and perfected liens, claims, interests and encumbrances (collectively, the "Liens") shall attach to proceeds of any assignments of Leases pursuant to this Order with the same validity, priority, force and effect such Liens had on the property immediately prior to the sale, subject to the rights, claims, defenses, and obligations, if any, of the Debtor and all interest parties with respect to any such asserted Liens; provided however, that in all events such Liens shall attach to in accordance with, and subject to, the terms and conditions of the Final Order (I) Authorizing Debtor (A) To Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), and 364(e) and (B) To Utilize Cash Collateral Pursuant To 11 U.S.C. §§ 363 and (II) Granting Adequate Protection To Pre-Petition Secured Parties Pursuant To 11 U.S.C. §§ 361, 362, 363 and 364 (Docket No. 427) (the "Final DIP Order") and the DIP Financing (as such term is defined in the Final DIP Order).

11. To the extent that there may be any inconsistency between the terms of the Final DIP Order and this Order, the terms of the Final DIP Order shall govern. Notwithstanding anything to the contrary contained herein, any payment to be made or received, or authorization contained hereunder, shall be subject to the requirements imposed on the Debtor under its postpetition debtor in possession financing.

12. The Debtor is hereby authorized and empowered to take such steps and perform such acts as may be necessary to implement and effectuate the terms of this Order.

13. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation and/or interpretation of this Order.

Dated: Wilmington, Delaware  
Nov 13, 2013

  
The Honorable Kevin J. Carey  
UNITED STATES BANKRUPTCY JUDGE