

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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 In re: : Chapter 11  
 :  
 EXIDE TECHNOLOGIES, : Case No. 13-11482  
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 Debtor.<sup>1</sup> :  
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**DEBTOR’S MOTION FOR INTERIM AND FINAL ORDERS PURSUANT TO  
 BANKRUPTCY CODE SECTIONS 105(a) AND 366 (I) APPROVING DEBTOR’S  
 PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT,  
 (II) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS BY UTILITY  
 COMPANIES, AND (III) PROHIBITING UTILITY COMPANIES FROM  
ALTERING, REFUSING, OR DISCONTINUING SERVICE**

Exide Technologies (“Exide” or the “Debtor”) hereby moves (the “Motion”) this Court for entry of an order, under sections 105(a) and 366 of title 11 of the United States Code (the “Bankruptcy Code”), for entry of an interim order (the “Interim Order”) and a final order substantially similar to the Interim Order, but on a final basis, (the “Final Order”) (i) approving the Debtor’s proposed form of adequate assurance of postpetition payment to the Utility Companies (as defined below); (ii) establishing procedures for resolving any objections by the Utility Companies relating to the Proposed Adequate Assurance (as defined below); and (iii) prohibiting the Utility Companies from altering, refusing, or discontinuing service to, or discriminating against, the Debtor solely on the basis of the commencement of the Chapter 11 Case (as defined below), a debt that is owed by the Debtor for services rendered prior to the Petition Date (as defined below), or on account of any perceived inadequacy of the Debtor’s Proposed Adequate Assurance. In support of the Motion, the Debtor relies upon and

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<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.

incorporates by reference the Declaration of Philip A. Damaska in Support of Chapter 11 Petition and First Day Pleadings (the “First Day Declaration”), filed with the Court concurrently herewith. In further support of the Motion, the Debtor, by and through its proposed undersigned counsel, respectfully represents:

### **JURISDICTION AND VENUE**

1. This Court has jurisdiction to consider the Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of this case and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief requested herein are Bankruptcy Code sections 105(a) and 366.

3. Pursuant to the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, the Debtor consents to the entry of a final judgment or order with respect to the Motion if it is determined that this Court would lack Article III jurisdiction to enter such final order or judgment absent the consent of the parties.

### **BACKGROUND**

#### **A. The Chapter 11 Case**

4. On the date hereof (the “Petition Date”), the Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (the “Chapter 11 Case”).<sup>2</sup>

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<sup>2</sup> The Debtor’s predecessor has a chapter 11 case currently pending in this District (Case No. 02-11125) (the “Previous Chapter 11 Case”). The Previous Chapter 11 Case was filed on April 15, 2002, and the Debtor and certain of its U.S. subsidiaries emerged from chapter 11 on May 5, 2004. There is one claim remaining open in the Previous Chapter 11 Case. In addition, there is a pending adversary proceeding in which a settlement agreement to allow a general unsecured, non-priority claim has been approved by this Court, but is awaiting final approval from the state chancery court to become effective. The Debtor will confer with this Court regarding the disposition of the Previous Chapter 11 Case at the appropriate time.

5. The Debtor continues to operate its business and manage its property as debtor and debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

6. To date, no creditors' committee has been appointed by the United States Trustee. No trustee or examiner has been appointed in the Chapter 11 Case.

**B. The Debtor's Business**

7. The Debtor, Exide, which together with its direct and indirect subsidiaries (collectively, the "Company"), has operations in more than 80 countries, is a global leader in stored electrical energy solutions and one of the world's largest producers and recyclers of lead-acid batteries.

8. The Company's four global business groups—Transportation Americas, Transportation Europe and Rest of World ("ROW"), Industrial Energy Americas, and Industrial Energy Europe and ROW—provide a comprehensive range of stored electrical energy products and services for industrial and transportation applications. The Company manufactures and distributes transportation and industrial batteries in North America, Europe, Asia, the Middle East, India, Australia, and New Zealand. In the transportation segments, the Company distributes and markets transportation batteries, which include starting, lighting, and ignition batteries for cars, trucks, off-road vehicles, agricultural and construction vehicles, motorcycles, recreational vehicles, marine, and other applications to a broad range of retailers, distributors of replacement or after-market batteries, and automotive original equipment manufacturers ("OEM"). The Company's industrial batteries consist of motive power batteries and network power applications. Motive power batteries are used in the material handling industry for equipment such as electric fork-lift trucks as well as in other machinery, including floor cleaning machinery, powered wheelchairs, railroad locomotives, mining equipment, and electric road vehicles. Network power batteries provide energy storage solutions for critical systems that

require uninterrupted power supply and are used to power, among other things, telecommunications systems, computer installations and data centers, hospitals, air traffic control systems, security systems, electric utilities, railways, and various military applications. The Company has a diverse customer base that includes a number of major end-user customers, retail and OEM, and includes market winners and industry leaders.

9. The Debtor, headquartered in Milton, Georgia, operates 13 manufacturing facilities in the United States. The Debtor also operates approximately 74 branches<sup>3</sup> throughout North America, which sell and distribute batteries and other products to customers, battery specialists, retail stores, and OEM dealers. In addition, branch locations collect spent batteries for the Debtor's recycling facilities. Exide has five smelters, three of which are currently active battery collection and recycling facilities.<sup>4</sup> These facilities reclaim lead by recycling spent lead-acid batteries, which are obtained for recycling from Exide's customers and outside spent-battery collectors. In fiscal year 2013, approximately 530,575 tons of batteries, plant scrap, and range lead were recycled at Exide's smelters or by a third party at Exide's request, which efforts enabled Exide to better control the cost of the principal raw material—lead—used in making its products. In the United States, the Debtor historically has obtained the vast majority of its lead requirements from its recycling operations.<sup>5</sup>

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<sup>3</sup> On average, branch locations are approximately 20,000 square feet in size and are generally leased for periods of 29 to 42 months.

<sup>4</sup> The smelter furnaces melt lead from spent (i.e., expired) batteries to extract the lead so that it can be re-used to make new batteries.

<sup>5</sup> In contrast, the Company obtains the majority of its lead requirements for its ROW operations on the open market from third-party suppliers.

10. Additional factual background information about the Debtor, including its business operations, its corporate and capital structures, its restructuring efforts, and the events leading to the filing of the Chapter 11 Case, is set forth in detail in the First Day Declaration.<sup>6</sup>

### **RELIEF REQUESTED**

11. By the Motion, pursuant to Bankruptcy Code sections 105(a) and 366, the Debtor seeks entry of (I) the Interim Order: (a) approving the Debtor's proposed form of adequate assurance of postpetition payment to its utilities, as that term is used in Bankruptcy Code section 366 (the "Utility Companies"); (b) approving procedures for resolving any objections by the Utility Companies relating to the Proposed Adequate Assurance; (c) prohibiting the Utility Companies from altering, refusing, or discontinuing service to, or discriminating against the Debtor solely on the basis of the commencement of this case, a debt that is owed by the Debtor for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtor's Proposed Adequate Assurance pending entry of the Final Order; and (d) scheduling a hearing on the Motion to consider granting the relief requested herein on a final basis (the "Final Hearing"); and after the Final Hearing, (II) the Final Order, granting the relief requested herein on a final basis.

12. For the reasons set forth herein, the Debtor submits that the relief requested herein is in the best interest of the Debtor, its estate, creditors, stakeholders and other parties in interest, and therefore, should be granted.

### **BASIS FOR RELIEF**

13. In connection with the operation of its businesses and the management of its properties, the Debtor obtains water, sewer, electricity, gas, telephone, waste disposal, and

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<sup>6</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

similar utility products and services (collectively, the “Utility Services”) from the Utility Companies. The Debtor operates facilities at a number of locations and has over 200 utility accounts related to these locations as of the Petition Date. The relief requested herein pertains to all Utility Companies providing Utility Services to the Debtor and is not limited to those listed on the Utility Company List (as defined herein).

14. On average, prior to the Petition Date, the Debtor spent approximately \$4.08 million each month on account of Utility Services.

15. Uninterrupted Utility Services are essential to the Debtor’s continued operations. Should any Utility Company alter, refuse, or discontinue service, even for a brief period, the Debtor’s business operations could be severely disrupted, jeopardizing the Debtor’s reorganization efforts. It is therefore essential that the Utility Services continue uninterrupted.

**A. The Proposed Adequate Assurance**

16. As an initial matter, the Debtor fully intends to timely pay all undisputed postpetition obligations owed to the Utility Companies. To provide additional assurance of payment in conjunction with Bankruptcy Code section 366, within twenty (20) days after entry of the Interim Order, the Debtor will (i) establish a newly-created, interest-bearing, segregated account (the “Utility Deposit Account”) and (ii) for each Utility Company listed on the Utility Company List, place a deposit for such Utility Company equal to approximately one half (1/2) of one month of Utility Services, based on the immediate prior invoices received from the Utility Companies prior to the Petition Date (each such deposit, a “Utility Deposit”), into such Utility Deposit Account, provided, however, that no Utility Deposit shall be made for any Utility Company that already holds a deposit or prepayment equal to or greater than one half (1/2) of one month of Utility Services.

17. The Debtor estimates, based on the average monthly cost of the Utility Services, that the aggregate of all the Utility Deposits will be approximately \$2.04 million—i.e., equal to one half (1/2) of one month of service.

18. In addition, the Debtor seeks authority to reduce the amount in the Utility Deposit Account by the amount of any Utility Deposit (i) on account of a Utility Company that the Debtor subsequently determines, in its sole discretion, should be removed from the Utility Company List or (ii) on account of a Utility Company that already holds a sufficient deposit or prepayment.

**B. Adequacy of Proposed Adequate Assurance**

19. The Debtor submits that the Utility Deposits to be held in the Utility Deposit Account constitute adequate assurance to the Utility Companies (the “Proposed Adequate Assurance”). Accordingly, upon entry of the Interim Order, any Utility Company that fails to serve upon the Adequate Assurance Notice Parties (as defined below) an Additional Assurance Request (as defined below) or file an Objection (as defined below) to the Motion as described below, shall be deemed to have been provided with adequate assurance of payment as required by Bankruptcy Code section 366 and shall be prohibited from altering, refusing, or discontinuing Utility Services, including as a result of unpaid charges for prepetition Utility Services. In addition, such Utility Company will further be deemed to have waived any right to seek additional adequate assurance during the course of the Debtor’s Chapter 11 Case, except as provided in Bankruptcy Code section 366(c)(3). If, however, a Utility Company believes adequate assurance beyond that proposed is necessary, the Debtor submits that the Utility Company must make an Additional Assurance Request pursuant to the procedures described below (the “Adequate Assurance Procedures”).

**C. Adequate Assurance Procedures**

20. Given the acute harm any disruption in Utility Services would cause, but recognizing the right of the Utility Companies to evaluate the Proposed Adequate Assurance on a case-by-case basis, the Debtor proposes the following Adequate Assurance Procedures to resolve Adequate Assurance Requests in an orderly and fair manner:

21. If a Utility Company is not satisfied with the Proposed Adequate Assurance and seeks additional adequate assurance of payment, it must serve a request for additional adequate assurance (an “Additional Assurance Request”) upon (i) Exide Technologies, 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004, Attn: Brad Kalter, Esq.; (ii) Skadden, Arps, Slate, Meagher & Flom LLP, 4 Times Square, 26th Floor, New York, New York, 10036, Attn: Ken Ziman, Esq. and Elliot Ross; (iii) Davis Polk & Wardwell LLP, 450 Lexington Ave, New York, New York 11017, Attn: Damian Schaible; and (iv) counsel to any statutory committee appointed in this case (collectively, the “Adequate Assurance Notice Parties”) so that it is received on or before 4:00 p.m. (prevailing Eastern time) on the day that is seven (7) days prior to the Final Hearing.

22. Each Additional Assurance Request must: (i) be made in writing; (ii) set forth the amount and form of additional assurance of payment requested; (iii) set forth the type of Utility Services, any account numbers, and the location for which Utility Services are provided; (iv) include a summary of the Debtor’s payment history to such Utility Company, including whether the Utility Company holds any deposits or other security, and if so, in what amount; and (v) set forth why the Utility Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of payment.

23. Upon the Debtor’s receipt of an Additional Assurance Request, the Debtor will have the greater of (i) fourteen (14) days from the receipt of such Additional Assurance



Request or (ii) thirty (30) days from the Petition Date (the “Resolution Period”) to negotiate with the requesting Utility Company and resolve its Additional Assurance Request. To facilitate negotiations, the Debtor and any Utility Company may, without notice or further order of the Court, extend the Resolution Period by such additional period as they shall mutually agree.

24. Should the Debtor be unable to reach a mutual resolution with respect to an Additional Assurance Request within the Resolution Period, the Debtor shall file a motion with the Court seeking a hearing to determine the adequacy of assurance of payment with respect to a particular Utility Company (the “Determination Motion”) and, if the Determination Motion is not withdrawn, the Court will determine the adequacy of the Proposed Adequate Assurance with respect to that Utility Company. The Debtor requests that any Utility Company that makes an Additional Assurance Request be prohibited from altering, refusing, or discontinuing service, including as a result of unpaid charges for prepetition services, pending resolution of such Additional Assurance Request by agreement or Court order.

25. The Debtor requests that all Utility Companies who do not timely file an objection or make an Additional Assurance Request pursuant to the Adequate Assurance Procedures be deemed to consent to the Proposed Adequate Assurance and be bound by any order entered by this Court granting the Motion.

**D. Objection Deadline and Final Hearing Date**

26. Bankruptcy Code section 366 arguably places the burden to provide adequate assurance that is satisfactory to the Utility Companies on the Debtor. Similarly, if a Utility Company does not accept any proposed adequate assurance, section 366 arguably places the burden to seek court review of the adequacy of the proposed adequate assurance on the Debtor.

27. Such an interpretation of section 366 is subject to potential abuse by a Utility Company. For example, on the 29th day following the Petition Date, a Utility Company could announce that the Debtor's Proposed Adequate Assurance is not acceptable, demand an unreasonably large deposit alleging payment risk from the Debtor, and threaten to terminate Utility Service the next day unless the Debtor complies with its demand. This would effectively leave the Debtor with two equally oppressive and potentially costly choices: succumb to a Utility Company's last-minute demands for an unreasonably large deposit or face the cessation of essential services at the risk of irreparable disruption to its business.

28. To avoid this untenable outcome, the Debtor proposes that any Utility Company that objects to the Motion, including the Adequate Assurance Procedures, must file a written objection (an "Objection") and serve such Objection on the Adequate Assurance Notice Parties so that it is actually received by 4:00 p.m. (prevailing Eastern time) on the day that is seven (7) days prior to the Final Hearing. To resolve any Objection within thirty (30) days following the Petition Date, the Debtor requests that the Court schedule the Final Hearing on any unresolved Objections approximately twenty-five (25) days after the Petition Date.

29. The Debtor may resolve any Additional Assurance Request, Objection, or Determination Motion (as defined below) by mutual agreement with the Utility Company and may, in connection with any such agreement, in its sole discretion, modify the Utility Deposit contributed to the Utility Deposit Account for the benefit of such Utility Company and/or provide the Utility Company with an alternative form of adequate assurance of payment, without further order of this Court, if the Debtor believes such additional assurance is reasonable; provided, however, that the Debtor shall maintain a summary record of such agreements and their respective terms, and such summary record and the agreements themselves shall be

available to any official committee appointed in this case and the Office of the United States Trustee for the District of Delaware upon demand.

**E. Subsequent Modifications of Utility Company List and Procedures for Subsequently Identified Utility Companies**

30. Although the Debtor has made an extensive and good-faith effort to identify all of the Debtor's providers of Utility Services on Schedule 1 annexed to the Interim Order (the "Utility Company List"),<sup>7</sup> certain Utility Companies that currently provide Utility Services to the Debtor may have been inadvertently omitted. To the extent that the Debtor identifies additional Utility Companies, the Debtor seeks authority, in its sole discretion, to amend or supplement the Utility Company List. The Debtor will file any such amendments and serve copies of the Motion, and the order(s) (if and when entered) on such newly-identified Utility Companies (each a "Subsequently Identified Utility Company").

31. The Debtor requests that any entered orders relating to the Motion be binding on all Utility Companies, regardless of when such Utility Company was added to the Utility Company List; provided, however, that if additional parties are added, the Debtor may increase the amount of the Utility Deposit Account by an amount equal to the cost of one half (1/2) of one month of Utility Services provided by such Subsequently Identified Utility Company to the Debtor.

32. In addition, any Subsequently Identified Utility Company shall have the right to make an Additional Assurance Request on the Adequate Assurance Notice Parties within fourteen (14) days after it receives notice of the Motion as provided for in paragraph 30 (the "Additional Assurance Request Deadline"). Any such request must be actually received by the

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<sup>7</sup> The Debtor reserves the right to argue that any of the entities now or hereafter listed on the Utility Company List are not "utilities" within the meaning of Bankruptcy Code section 366(a).

Adequate Assurance Notice Parties by the Additional Assurance Request Deadline. If no timely Additional Assurance Request is filed, the provisions of the Interim Order or Final Order, whichever is in effect, shall apply to the Subsequently Identified Utility Company. Should any Subsequently Identified Utility Company make an Additional Assurance Request, the Debtor requests that such Subsequently Identified Utility Company be prohibited from discontinuing, altering, or refusing service to the Debtor, including as a result of unpaid charges for prepetition services, pending resolution of such request.

**F. Procedures for Untimely Additional Adequate Assurance Requests**

33. In the event that any Utility Company files and/or serves an Additional Assurance Request after the applicable deadline, the Debtor requests that such Additional Assurance Request be treated as a request under Bankruptcy Code section 366(c)(3) and shall be granted, if at all, only after the Court adjudicates any disputes between the parties following the Utility Company making such request schedules such request for hearing, on notice, in accordance with the provisions of the Bankruptcy Code, including section 366(c)(3), and the Bankruptcy Rules.

**G. Prohibition on Altering, Refusing, or Discontinuing Service**

34. Pending the entry of interim and final orders with respect to the Motion and pending resolution of any Additional Assurance Request, Objection, or Determination Motion, the Debtor respectfully requests that the Utility Companies, including the Subsequently Identified Utility Companies, be prohibited from (i) discriminating against the Debtor, (ii) altering, refusing, or discontinuing service to the Debtor, or (iii) requiring payment of a deposit or receipt or any other security for continued service other than the Utility Deposit, as a result of the Debtor's bankruptcy filings or any outstanding prepetition invoices.

35. The Debtor maintains that the relief requested herein strikes a fair balance between protecting the rights of the Utility Companies and the rights of the Debtor under the Bankruptcy Code and the need for the Debtor to continue to receive, for the benefit of its estate, the Utility Services upon which the Debtor depends. The Debtor does not believe that the Utility Companies will be prejudiced by the Proposed Adequate Assurance, the requirement to provide the Debtor with uninterrupted access to Utility Services, or the procedures for resolving objections to the Proposed Adequate Assurance.

### APPLICABLE AUTHORITY

#### A. **The Proposed Adequate Assurance Provides Utility Companies with Adequate Assurance of Payment.**

36. Bankruptcy Code section 366(a) provides:

Except as provided in subsections (b) and (c) of this section, a utility may not alter, refuse, or discontinue service to, or discriminate against, the trustee or the debtor solely on the basis of the commencement of a case under this title or that a debt owed by the debtor to such utility for service rendered before the order for relief was not paid when due.

11 U.S.C. § 366(a). Bankruptcy Code section 366(b) goes on to provide, however, that:

Such utility may alter, refuse, or discontinue service if neither the trustee nor the debtor, within 20 days after the date of the order for relief, furnishes adequate assurance of payment, in the form of a deposit or other security, for service after such date.

Id. § 366(b).

37. The policy underlying Bankruptcy Code section 366 is to protect debtors from utility service cutoffs upon the filing of a bankruptcy case, while at the same time providing utility companies with adequate assurance that the debtor will pay for postpetition services. See H.R. Rep. No. 95-595, at 350 (1978), reprinted in 1978 U.S.C.C.A.N. 5963, 6306; see also In re Jones, 369 B.R. 745, 748 (B.A.P. 1st Cir. 2007) (“The purpose of § 366 is ‘to prevent the threat of termination from being used to collect pre-petition debts while not forcing the utility to

provide services for which it may never be paid.’’) (quoting Begley v. Philadelphia Elec. Co., 760 F.2d 46, 49 (3d Cir. 1985)). As set forth herein, the relief requested in the Motion is consistent with the Bankruptcy Code’s policy goals.

38. Specifically, under Bankruptcy Code section 366(b), a debtor must furnish what it considers to be adequate assurance of payment within twenty (20) days after the entry of the order for relief in the form of a deposit or other security for postpetition service. Bankruptcy Code section 366(c)(1)(A) defines “assurance of payment” to include, among other things, “a cash deposit.” 11 U.S.C. § 366(c)(1)(A)(i). Here, the Debtor proposes to place a deposit equal to one half (1/2) of one month of Utility Services into the Utility Deposit Account for the benefit of any Utility Company that requests a Utility Deposit. Accordingly, the Proposed Adequate Assurance provides the Utility Companies with adequate assurance of payment consistent with the requirements of Bankruptcy Code section 366(c)(1)(A)(i).

**B. The Debtor’s Proposed Adequate Assurance Procedures Properly Balance the Interests of the Utility Companies and Those of the Debtor and Its Estate.**

39. The Court should also approve the Debtor’s proposed Adequate Assurance Procedures because they provide the Utility Companies with a fair and orderly process for seeking modification of the Proposed Adequate Assurance while protecting the Debtor from being forced to address numerous additional assurance requests in a disorganized manner and at a time when the Debtor’s efforts could be more productively focused on the seamless continuation of the Debtor’s operations in chapter 11.

40. In fact, the Adequate Assurance Procedures are merely a practical manifestation of the policy goal embodied in Bankruptcy Code section 366. Congress enacted section 366 to protect a debtor from utility service cutoffs upon a bankruptcy filing while, at the same time, providing utility companies with adequate assurance that the debtor will pay for

postpetition services. See H.R. Rep. No. 95-595, at 350 (1978), reprinted in 1978 U.S.C.C.A.N. 5963, 6306. Thus, section 366 protects a debtor by enjoining utilities from altering, refusing, or discontinuing services solely on account of unpaid prepetition amounts for a period of thirty (30) days after the bankruptcy filing, and it protects utility companies by permitting them to alter, refuse, or discontinue service after thirty (30) days if the debtors have not furnished “adequate assurance” of payment.

41. Here, notwithstanding a determination that the Debtor’s Proposed Adequate Assurance constitutes sufficient adequate assurance, any rights the Utility Companies believe they have under sections 366(b) and (c)(2) are wholly preserved under the Adequate Assurance Procedures. See In re Circuit City Stores, Inc., No. 08-35653, 2009 WL 484553, at \*6 (Bankr. E.D. Va. Jan. 14, 2009) (adopting similar adequate assurance procedures and holding that “notwithstanding [a] determination on an interim basis that the adequate assurance proposed by the [d]ebtors constitute[d] sufficient adequate assurance under 366(b), [the] utility companies . . . [could still] exercise their rights under 366(c)(2) in accordance with the [p]rocedures established by the [c]ourt”). The Utility Companies still may choose, in accordance with the established Adequate Assurance Procedures, to request modification of the Proposed Adequate Assurance. See id. at \*6. On the other hand, the Adequate Assurance Procedures avoid a haphazard and chaotic process whereby each of the Debtor’s Utility Companies—over 200—could make an extortionate, last-minute demand for adequate assurance which the Debtor would be pressured to pay under the threat of losing critical Utility Services. See id.

42. In short, the Adequate Assurance Procedures ensure all parties act in good faith when exercising their rights under Bankruptcy Code section 366. Therefore, because the Adequate Assurance Procedures are reasonable and in accord with the purposes of section 366,

the Court should grant the relief requested here. Similar procedures have been approved by this bankruptcy court in this district in other cases. See, e.g., In re School Specialty, Inc., Case No. 13-10125 (KJC) (Bankr. D. Del. Feb. 25, 2013); In re LCI Holdings Company, Inc., Case No. 12-13319 (KG) (Bankr. D. Del. Jan. 10, 2013); In re A123 Systems, Inc., Case No. 12-12859 (KJC) (Bankr. D. Del. Nov. 11, 2012); In re WP Steel Venture LLC, Case No. 12-11661 (KJC) (Bankr. D. Del. June 18, 2012); In re L.A. Dodgers LLC, Case No. 11-12010 (KG) (Bankr. D. Del. June 28, 2011); In re DSI Holdings, Inc., Case No. 11-11941 (KJC) (Bankr. D. Del. June 28, 2011); In re Jackson Hewitt Tax Serv. Inc., No. 11-11587 (MFW) (Bankr. D. Del. May 25, 2011); In re Böwe Systec, Inc., Case No. 11-11187 (PJW) (Bankr. D. Del. Apr. 20, 2011); In re CB Holding Corp., No. 10-13683 (MFW) (Bankr. D. Del. Nov. 19, 2010).

**IMMEDIATE RELIEF IS NECESSARY TO AVOID IMMEDIATE AND  
IRREPARABLE HARM**

43. Bankruptcy Rule 6003 provides that the relief requested in the Motion may be granted if the “relief is necessary to avoid immediate and irreparable harm.” Fed. R. Bankr. P. 6003; see also In re First NLC Fin. Servs., LLC, 382 B.R. 547, 549 (Bankr. S.D. Fla. 2008) (holding that Rule 6003 permits entry of retention orders on an interim basis to avoid irreparable harm). The Third Circuit has interpreted the language “immediate and irreparable harm” in the context of preliminary injunctions. In that context, the court has instructed that irreparable harm is a continuing harm which cannot be adequately redressed by final relief on the merits and for which money damages cannot provide adequate compensation. See, e.g., Norfolk S. Ry. Co. v. City of Pittsburgh, 235 F. App’x 907, 910 (3d Cir. 2007) (citing Glasco v. Hills, 558 F.2d 179, 181 (3d Cir. 1977)). Furthermore, the harm must be shown to be actual and imminent, not speculative or unsubstantiated. See, e.g., Acierno v. New Castle County, 40 F.3d 645, 653-55 (3d Cir. 1994). The Debtor submits that, for the reasons already set forth herein,



notably the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtor.

#### **WAIVER OF ANY APPLICABLE STAY**

44. The Debtor also requests that the Court waive the stay imposed by Bankruptcy Rule 6004(h), which provides that “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h). As described above, the relief that the Debtor seeks in the Motion is necessary for the Debtor to operate without interruption and to preserve value for its estate. Accordingly, the Debtor respectfully requests that the Court waive the fourteen day stay imposed by Bankruptcy Rule 6004(h), to the extent applicable, as the exigent nature of the relief sought herein justifies immediate relief.

#### **RESERVATION OF RIGHTS**

45. Nothing contained herein is or should be construed as: (a) an admission as to the validity of any claim against the Debtor; (b) a waiver of the Debtor’s rights to dispute any claim on any grounds; (c) a promise to pay any claim; (d) an assumption or rejection of any executory contract or unexpired lease pursuant to Bankruptcy Code section 365; or (e) otherwise affect the Debtor’s rights under Bankruptcy Code section 365 to assume or reject any executory contract with any party subject to the Motion.

#### **NOTICE**

46. Notice of the Motion will be given to: (i) the Office of the United States Trustee for the District of Delaware; (ii) the Office of the United States Attorney for the District of Delaware; (iii) counsel to the agent under the proposed debtor in possession financing; (iv) counsel to the agent for the Debtor’s prepetition secured lenders; (v) the indenture trustee for

each of the Debtor's secured and unsecured outstanding bond issuances; (vi) counsel to the unofficial committee of senior secured noteholders; (vii) the Internal Revenue Service; (viii) the Securities and Exchange Commission; (ix) the Utility Companies; (x) the parties included on the Debtor's list of twenty (20) largest unsecured creditors; and (xi) all parties entitled to notice pursuant to Local Bankruptcy Rule 9013-1(m) (collectively, the "Notice Parties"). The Debtor submits that no other or further notice need be provided.

**NO PRIOR REQUEST**

47. No previous request for the relief sought herein has been made to this Court or any other court.

**CONCLUSION**

WHEREFORE, the Debtor respectfully requests that the Court enter an order, substantially in the form annexed hereto, granting the relief requested in the Motion and such other and further relief as may be just and proper.

Dated: Wilmington, Delaware  
June 10, 2013

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

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*Proposed Counsel for Debtor and Debtor in Possession*

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
  
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Debtor.<sup>1</sup> :
  
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**INTERIM ORDER PURSUANT TO BANKRUPTCY CODE SECTIONS 105(a) AND 366  
(I) APPROVING DEBTOR’S PROPOSED FORM OF ADEQUATE ASSURANCE OF  
PAYMENT, (II) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS BY  
UTILITY COMPANIES, AND (III) PROHIBITING UTILITY COMPANIES FROM  
ALTERING, REFUSING OR DISCONTINUING SERVICE**

Upon the Debtor’s motion (the “Motion”)<sup>2</sup> pursuant to sections 105(a) and 366 of the Bankruptcy Code for: (A) an interim order (the “Interim Order”), (i) approving the Debtor’s proposed form of adequate assurance of postpetition payment to the Utility Companies; (ii) establishing procedures for resolving any objections by the Utility Companies relating to the Proposed Adequate Assurance; and (iii) prohibiting the Utility Companies from altering, refusing, or discontinuing service to, or discriminating against, the Debtor solely on the basis of the commencement of this case, a debt that is owed by the Debtor for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtor’s Proposed Adequate Assurance; and (B) a final order granting the relief requested herein on a final basis (the “Final Order”), all as more fully described in the Motion; and upon the First Day Declaration; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtor, its estate, its creditors, its stakeholders and other parties in interest; and it appearing that

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<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 such terms in the Motion.

proper and adequate notice of the hearing to consider the relief requested in the Motion having been provided to the parties listed therein and no further notice being necessary; and the legal and factual bases set forth in the Motion establishing just and sufficient cause to grant the relief requested therein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

**ORDERED, ADJUDGED AND DECREED that:**

1. The Motion is GRANTED as set forth herein on an interim basis.
2. The Proposed Adequate Assurance constitutes “adequate assurance of payment” for purposes of Bankruptcy Code section 366.
3. Within twenty (20) days after entry of this Interim Order, the Debtor will (i) establish a newly-created, interest-bearing, segregated account (the “Utility Deposit Account”) and (ii) for each Utility Company listed on the Utility Company List, place a deposit for such Utility Company equal to approximately one half (1/2) of one month of Utility Services, based on the average monthly cost of the Utility Services received from the Utility Companies (each such deposit, a “Utility Deposit”) into such Utility Deposit Account, provided, however, that no Utility Deposit shall be made for any Utility Company that already holds a deposit or prepayment equal to or greater than one half (1/2) of one month of Utility Services. In addition, if a Utility Company holds a deposit or prepayment that is less than one half (1/2) of one month of Utility Services, the Utility Deposit for that Utility Company shall be reduced by the amount of any prepetition deposit or prepayment.
4. To the extent there is any inconsistency between the terms of the interim or final order approving the Debtor’s proposed postpetition financing, if and when entered, and this Interim Order, the terms of the interim or final order approving the proposed postpetition financing, as applicable, shall govern.

5. Except as the amount may be reduced by application of the provisions of this Interim Order, the amount of \$2.04 million shall be deposited in the Utility Deposit Account on account of the Utility Deposits within twenty (20) days after the Petition Date and shall be held for the purpose of providing adequate assurance of payment to each Utility Company for its postpetition Utility Services to the Debtor.

6. The Debtor may reduce the amount in the Utility Deposit Account by the amount of any Utility Deposit (i) on account of a Utility Company that the Debtor subsequently determines, in its sole discretion, should be removed from the Utility Company List or (ii) on account of a Utility Company that already holds a sufficient deposit or prepayment

7. The following procedures (the “Adequate Assurance Procedures”) for any Utility Company not satisfied with the Proposed Adequate Assurance to request additional adequate assurance (an “Additional Assurance Request”) are approved on an interim basis:

(a) If a Utility Company is not satisfied with the Proposed Adequate Assurance and seeks additional adequate assurance of payment, it must serve an Additional Assurance Request upon (i) Exide Technologies, 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004, Attn: Brad Kalter, Esq. ; (ii) Skadden, Arps, Slate, Meagher & Flom LLP, 4 Times Square, 26th Floor, New York, New York, 10036, Attn: Ken Ziman, Esq. and Elliot Ross; (iii) Davis Polk & Wardwell LLP, 450 Lexington Ave, New York, New York 10017, Attn: Damian Schaible; and (iv) counsel to any statutory committee appointed in this case (collectively, the “Adequate Assurance Notice Parties”).

(b) Each Additional Assurance Request must (i) be made in writing; (ii) set forth the amount and form of additional assurance of payment requested; (iii) set forth the type of Utility Services, any account numbers, and the location for which Utility Services are provided; (iv) include a summary of the Debtor’s payment history to such Utility Company, including whether the Utility Company holds any deposits or other security, and if so, in what amount; and (v) set forth why the Utility Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of payment.

(c) Upon the Debtor’s receipt of an Additional Assurance Request, the Debtor will have the greater of (i) fourteen (14) days from the receipt of such Additional Assurance Request and (ii) thirty (30) days from the Petition Date (the “Resolution Period”) to negotiate with the requesting Utility Company and

resolve its Additional Assurance Request. The Debtor and any Utility Company may, without notice or further order of the Court, extend the Resolution Period by such additional period as they shall mutually agree.

(d) The Debtor may resolve any Additional Assurance Request, Objection, or Determination Motion (as defined below) by mutual agreement with the Utility Company and may, in connection with any such agreement, in its sole discretion, modify the amount contributed to the Utility Deposit Account for the benefit of such Utility Company and/or provide the Utility Company with an alternative form of adequate assurance of payment, without further order of this Court, if the Debtor believes such additional assurance is reasonable; provided, however, that the Debtor shall maintain a summary record of such agreements and their respective terms, and such summary record and the agreements themselves shall be available to any official committee appointed in the case, and the Office of the United States Trustee for the District of Delaware upon demand.

(e) Should the Debtor be unable to reach a mutual resolution with respect to an Additional Assurance Request within the Resolution Period, the Debtor shall file a motion with the Court seeking a hearing to determine the adequacy of assurance of payment with respect to a particular Utility Company (the “Determination Motion”) with the Court and, if the Determination Motion is not withdrawn, the Court will determine the adequacy of the Proposed Adequate Assurance with respect to that Utility Company. Pending a resolution of such Determination Motion, the relevant Utility Company shall not discontinue, alter or refuse service to the Debtor on account of unpaid charges for prepetition services or on account of any objections to the Proposed Adequate Assurance.

(f) All Utility Companies who do not timely file an objection or make an Additional Assurance Request pursuant to the Adequate Assurance Procedures shall be deemed to consent to the Proposed Adequate Assurance and be bound by the Interim Order or the Final Order, as applicable.

8. The Debtor is authorized, in its sole discretion, to amend Schedule 1 attached hereto to add or delete any Utility Company, and this Interim Order shall apply to any such Subsequently Identified Utility Company that is added to such schedule. The Debtor shall serve a copy of this Interim Order on any Subsequently Identified Utility Company, along with an amended Schedule 1, and such Subsequently Identified Utility Company shall be permitted to make an Additional Assurance Request according to the procedures set forth in paragraph 7 of this Interim Order.

9. This Interim Order shall be binding on all Utility Companies, regardless of when such Utility Company was added to the Utility Company List; provided, however, that if additional parties are added, the Debtor may increase the aggregate amount in the Utility Deposit Account by an amount equal to the cost of one half (1/2) of one month of Utility Services provided by such Subsequently Identified Utility Company to the Debtor.

10. The Final Hearing, if necessary, on the Motion is scheduled for \_\_\_\_\_, 2013 at \_\_\_\_\_ (prevailing Eastern time), and any objections or responses to the Motion (each, an "Objection") shall be filed and served upon the Adequate Assurance Notice Parties so that the Objection is actually received by the date that is seven (7) days before the date of the Final Hearing.

11. If no Objections are filed to the Motion, the Court may enter a Final Order without further notice or hearing.

12. The Utility Companies, including Subsequently Identified Utility Companies, are prohibited from altering, refusing, or discontinuing service to or discriminating against the Debtor on account of unpaid prepetition invoices or due to the commencement of this case, or requiring the Debtor to pay a deposit or other security in connection with the provision of postpetition Utility Services, other than in accordance with the Adequate Assurance Procedures.

13. Pending entry of the Final Order and pending resolution of any Additional Assurance Request, Objection, or Determination Motion, the Utility Companies, including the Subsequently Identified Utility Companies, shall be prohibited from (i) discriminating against the Debtor, (ii) altering, refusing, or discontinuing service to the Debtor, or (iii) requiring



payment of a deposit or receipt or any other security for continued service other than the Utility Deposit, as a result of the Debtor's bankruptcy filings or any outstanding prepetition invoices.

14. This Interim Order shall apply to all Utility Companies providing Utility Services to the Debtor and is not limited to those listed on the Utility Company List.

15. Nothing herein constitutes a finding that any entity is or is not a Utility Company hereunder or under Bankruptcy Code section 366, whether or not such entity is listed on Schedule 1 attached hereto.

16. This Interim Order is without prejudice to the Debtor's rights to contest the amounts of any amounts owed to a Utility Company. Nothing in this Interim Order or the Motion shall be deemed to constitute postpetition assumption or adoption of any agreement under Bankruptcy Code section 365.

17. The Debtor is authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion

18. Neither the provisions contained herein, nor any actions or payments made by the Debtor pursuant to this Interim Order, shall be deemed an admission as to the validity of the underlying obligation or a waiver of any rights the Debtor may have to subsequently dispute such obligation on any ground that applicable law permits.

19. Nothing in this Interim Order or the Motion shall be deemed to constitute postpetition assumption or adoption of any agreement under Bankruptcy Code section 365. Notwithstanding the relief granted herein and any actions taken hereunder, nothing herein shall create, nor is intended to create, any rights in favor of, or enhance the status of any claim held by, any person.

20. The Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested is necessary to avoid immediate and irreparable harm.

21. Notwithstanding Bankruptcy Rule 6004(h), this order shall be effective and enforceable immediately upon entry hereof.

22. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this order.

Dated: Wilmington, Delaware  
\_\_\_\_\_, 2013

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UNITED STATES BANKRUPTCY JUDGE

**SCHEDULE 1**

**UTILITY COMPANY LIST**

PROVIDER	PROVIDER ADDRESS	SERVICE
A & R TELECOM - BELLFLOWER	9066 ROSECRANS AVE. BELLFLOWER, CA 90706	Communications
ADVANCED DISPOSAL	PO BOX 791404 BALTIMORE, MD 21279	Waste
ADVANCED FIBER COMMUNICATION	PO BOX 516 LOWELL, AR 72745	Communications
AEP - CANTON	PO BOX 24422 CANTON, OH 44701 4422	Energy
AIRADIGM COMMUNICATION/EINSTEIN WIRELESS	2301 KELBE DRIVE LITTLE CHUTE, WI 54140	Communications
AIRWAVE TELECOMMUNICATION ENTERPRISE LLC	12713 LINFORD DR. AUSTIN, TX 78753	Communications
ALABAMA GAS CORPORATION	PO BOX 2224 BIRMINGHAM, AL 35246 2224	Energy
ALABAMA POWER COMPANY	PO BOX 242 BIRMINGHAM, AL 35292	Energy
ALASKA COMMUNICATIONS SYS	PO BOX 196666 ANCHORAGE, AK 99519-6666	Communications
ALLIANT ENERGY	PO BOX 3066 CEDAR RAPIDS, IA 52406	Energy
ALLIED WASTE	PO BOX 9001099 LOUISVILLE, KY 40290-1099	Waste
ALLIED WASTE	PO BOX 9001154 LOUISVILLE, KY 40290-1154	Waste
ALLIED WASTE SERVICES	PO BOX 78829 PHOENIX, AZ 85062 8829	Waste
ALOHA WATER CO.	PO BOX 30750 HONOLULU, HI 96820 0750	Sewer/Water
AMERENUE-UNION ELECTRIC COMPANY	PO BOX 66529 ST LOUIS, MO 63166	Energy
AMERICAN ELECTRIC POWER	PO BOX 24412 CANTON, OH 44701-4412	Energy
AMERICAN WASTE TRANSPORTATION RECYCLING	200 N. MAPLE AVE, SPACE B-1 #312 MARLTON, NJ 08053	Waste
AMERIGAS - HELOTES	PO BOX 371473 PITTSBURGH, PA 15250-7473	Energy
APPALACHIAN POWER	P.O.BOX 24413 CANTON, OH 44701-4413	Energy
ARKANSAS DEPT OF ENVIRONMENTAL QUALITY	5301 NORTHSHORE DRIVE NORTH LITTLE ROCK, AR 72118	Waste
ARKANSAS OKLAHOMA GAS CORP	PO BOX 2414 FORT SMITH, AR 72902-2414	Energy
ARKANSAS WATER WORKS & WATER ENVR ASSN	WATER ENVIRONMENT ASSOCIATION C/O CITY OF FORT SMITH, JOHN BEARD 3900 KELLEY HWY FORT SMITH, AR 72904	Sewer/Water
AT&T	BILL PAYMENT CENTER PO BOX 8110 AURORA, IL 60507	Communications
AT&T	P.O. BOX 5080 CAROL STREAM, IL 60197 5080	Communications
AT&T	PO BOX 105068 ATLANTA, GA 30348 5068	Communications
AT&T	PO BOX 105262 ATLANTA, GA 30348-5262	Communications
AT&T	PO BOX 105414 ATLANTA, GA 30348-5414	Communications
AT&T	PO BOX 5001 CAROL STREAM, IL 60197	Communications
AT&T	PO BOX 5025 CAROL STREAM, IL 60197 5025	Communications
AT&T	PO BOX 5091 CAROL STREAM, IL 60197-5091	Communications
AT&T	PO BOX 660921 DALLAS, TX 75266-0921	Communications
AT&T	PO BOX 8102 AURORA, IL 60507	Communications

PROVIDER	PROVIDER ADDRESS	SERVICE
AT&T COMMUNICATIONS	PO BOX 79045 BALTIMORE, MD 21279	Communications
AT&T LONG DISTANCE	PO BOX 5017 CAROL STREAM, IL 60197 5017	Communications
AT&T LONG DISTANCE	PO BOX 5019 CAROL STREAM, IL 60197 5019	Communications
AT&T MOBILITY	PO BOX 536216 ATLANTA, GA 30353	Communications
AT&T MOBILITY	PO BOX 6463 CAROL STREAM, IL 60197	Communications
AT&T SERVICES, INC.	ONE AT&T WAY ROOM 2C140 BEDMINSTER, NJ 07921	Communications
ATCHISON-HOLT ELECTRIC COOPERATIVE-ROCK	PO BOX 160 18585 INDUSTRIAL ROAD ROCK PORT, MO 64482	Energy
ATHENS DISPOSAL	PO BOX 60009 CITY OF INDUSTRY, CA 91716	Waste
ATMOS ENERGY	PO BOX 790311 ST. LOUIS, MO 63179 0311	Energy
ATMOS ENERGY	PO BOX 841425 DALLAS, TX 75284	Energy
ATMOS ENERGY	PO BOX 9001949 LOUISVILLE, KY 40290	Energy
ATMOS ENERGY MARKETING-WOODWARD MARKETIN	PO BOX 847311 DALLAS, TX 75284-7311	Energy
AVAYA FINANCIAL SER	PO BOX 93000 CHICAGO, IL 60673 3000	Communications
AVISTA UTILITIES	1411 E MISSION AVE SPOKANE, WA 99220-3729	Energy
B P ENERGY COMPANY	LOCKBOX # 012130 BANK OF AMERICA CHICAGO, IL 60693	Energy
BANGOR HYDRO - LEWISTON	PO BOX 11008 LEWISTON, ME 04243	Energy
BANGOR WATER DISTRICT	PO BOX 1129 BANGOR, ME 04402 1129	Sewer/Water
BGE-BALTIMORE GAS & ELECTRIC	PO BOX 13070 PHILADELPHIA, PA 19101	Energy
BLACK HILLS ENERGY	PO BOX 6001 RAPID CITY, SD 57709 6001	Energy
BRISTOL TENNESSEE ELECTRIC SYSTEM	PO BOX 549 2470 VOLUNTEER PARKWAY BRISTOL, TN 37621-0549	Energy
BT AMERICAS INC - RESTON	DEPT CH 19234 PALATINE, IL 60055 9234	Communications
C&C POWER INC	395 MISSION STREET CAROL STREAM, IL 60188	Energy
CALIFORNIA WATER SERVICE	2000 S TUBEWAY COMMERCE, CA 90040	Sewer/Water
CALL-ONE - CHICAGO	PO BOX 87618, DEPT. #10278 CHICAGO, IL 60680 0618	Communications
CAPITAL ELECTRIC COOPERATIVE	PO BOX 730 BISMARCK, ND 58502-0730	Energy
CASS COUNTY ELECTRIC COOP-FARGO	P O BOX 11118 FARGO, ND 58106	Energy
CELLULAR SOUTH, INC.	PO BOX 519 MEADVILLE, MS 39653 0519	Communications
CENTER POINT ENERGY ARKL	PO BOX 4583 HOUSTON, TX 77210-4583	Energy
CENTRAL POWER & TELECOM SERVICES LLC	PO BOX 170277 AUSTIN, TX 78717	Communications
CENTURYLINK/WAS QWEST	PO BOX 52187 PHOENIX, AZ 85072 2187	Communications
CHEMICAL WASTEMANAGEMENT-DALLAS	PO BOX 660345 DALLAS, TX 75266	Waste

PROVIDER	PROVIDER ADDRESS	SERVICE
CHUGACH ELECTRIC ASSC	PO BOX 196760 ANCHORAGE, AK 99519-6760	Energy
CITIZENS GAS & COKE UTILITY	PO BOX 7056 INDIANAPOLIS, IN 46207	Energy
CITIZENS WATER CO	PO BOX 7056 INDIANAPOLIS, IN 46207 7056	Sewer/Water
CITY OF AURORA	P.O. BOX 2697 AURORA, IL 60507 2697	Sewer/Water
CITY OF FARGO UTILITIES	PO BOX 1066 FARGO, ND 58107-1066	Municipal
CITY OF FLORENCE	PO BOX 187 FLORENCE, MS 39073	Sewer/Water
CITY OF FORT SMITH - WATER	PO BOX 1907 FORT SMITH, AR 72902	Sewer/Water
CITY OF FRISCO	WATER DEPARTMENT PO BOX 2730 FRISCO, TX 75034	Energy
CITY OF KANKAKEE-MUNICIPAL UTILITY	DEPARTMENT OF BUILDING & CODE ENFORCEMNT 850 N. HOBBIE KANKAKEE, IL 60901	Sewer/Water
CITY OF LEWISTON-MAINE PUBLIC WORKS DEP	103 ADAMS AVE. ATTN: ROB LEWISTON LEWISTON, ME 04240	Sewer/Water
CITY OF RICHMOND	PO BOX 26060 RICHMOND, VA 23274	Energy
CITY OF SALINA WATER & SEWAGE DEPT	P O BOX 1307 SALINA, KS 67401	Sewer/Water
CITY OF SHREVEPORT-WATER DEPT	DEPT OF WATER AND SEWAGE PO BOX 30065 SHREVEPORT, LA 71153	Sewer/Water
CITY OF VERNON	DEPT LA 23389 PASADENA, CA 91185-3389	Municipal
CITY OF WIXOM UTILITIES	P.O. BOX 674201 DETROIT, MI 48267 4201	Municipal
CITY PUBLIC SERVICE	PO BOX 2678 SAN ANTONIO, TX 78289	Sewer/Water
COKINOS ENERGY CORP - HOUSTON	5718 WESTHEIMER, STE 900 HOUSTON, TX 77057	Energy
COLORADO PUBLIC UTILITIES COMMISSION	1560 BROADWAY, SUITE 250 DENVER, CO 80202	Municipal
COLUMBIA GAS OF OHIO	P O BOX 742510 CINCINNATI, OH 45274 2510	Energy
COLUMBUS WATER WORKS	PO BOX 1600 COLUMBUS, GA 31902-1600	Sewer/Water
COMCAST - ATLANTA	P.O. BOX 105184 ATLANTA, GA 30348 5184	Communications
COMCAST CABLE - SOUTHEASTERN	PO BOX 3005 SOUTHEASTERN, PA 19398	Communications
COMCAST CABLE COMMUNICATIONS INC.WESTERN	ONE COMCAST CENTER PHILADELPHIA, PA 19103	Communications
COMCAST CABLE COMMUNICATIONS INC-EAST	ONE COMCAST CENTER PHILADELPHIA, PA 19103	Communications
COMED BILL	PO BOX 6112 CAROL STREAM, IL 60197-6112	Energy
COMMONWEALTH OF PA-DEP/BUREAU OF WATER	BUREAU OF WATER STANDARD & FACILITY REG. RE: CHAPTER 92A ANNUAL FEE P.O. BOX 8466 HARRISBURG, PA 17105 8466	Sewer/Water
CONNECTICUT LIGHT AND POWER COMPANY, THE	PO BOX 150493 HARTFORD, CT 06115 0493	Energy
CONNECTICUT NATURAL GAS CORPORATION	P.O. BOX 11750 NEWARK, NJ 07101 4750	Energy
CONSTELLATION NEWENERGY-GAS DIVISION,LLC	BANK OF AMERICA 15246 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693	Energy
CONSUMERS ENERGY CO-LANSING	LANSING, MI 48937	Energy

PROVIDER	PROVIDER ADDRESS	SERVICE
COUNTY WASTE AND RECYCLING SERVICE, INC	PO BOX 431 CLIFTON PARK, NY 12065	Waste
COX COMMUNICATIONS	PO BOX 248851 OKLAHOMA CITY, OK 73124 8851	Communications
COX COMMUNICATIONS - NEW ORLEANS	PO BOX 60001 NEW ORLEANS, LA 70160	Communications
CRAIGHEAD CTY SOLID WASTE	PO BOX 16777 JONESBORO, AR 72403	Waste
CYPRESS GAS PIPELINE	PO BOX 972865 DALLAS, TX 75397-2865	Energy
DEKALB COUNTY WATER DEPT	PO BOX 1027 DECATUR, GA 30031	Sewer/Water
DIRECT ENERGY-STRATEGIC ENERGY	PO BOX 70220 PHILADELPHIA, PA 19176 0220	Energy
DM DISPOSAL - LOS ANGELES	PO BOX 60248 LOS ANGELES, CA 90060 0248	Waste
DTE ENERGY	PO BOX 740786 CINCINNATI, OH 45274-0786	Energy
DUKE POWER CO	P O BOX 70516 CHARLOTTE, NC 28272-0515	Energy
DUNCAN DISPOSAL-LUBBOCK DIVISION-SAN ANG	PO BOX 78829 PHOENIX, AZ 85062 8829	Waste
DUNCAN DISPOSAL-REPUBLIC WASTE SERVICES	PO BOX 78829 PHOENIX, AZ 85062-8829	Waste
E WASTE EXPERTS	416 GREEN LANE UNIT 5 BRISTOL, PA 19007	Waste
EARTHLINK BUSINESS	PO BOX 88104 CHICAGO, IL 60680 1104	Communications
EEL RIVER DISPOSAL & RESOURCE RECOVERY	PO BOX 266 FORTUNA, CA 95540	Waste
EL PASO DISPOSAL-A WAST MANAGEMENT CO.	PO BOX 660177 DALLAS, TX 75266	Waste
ELECTRIC COMPANY	PO BOX 650801 DALLAS, TX 75265 0801	Energy
EMERALD COAST UTILITIES BOARD-PENSACOLA	PO BOX 18870 PENSACOLA, FL 32523 8870	Sewer/Water
EMPIRE DISTRICT	PO BOX 219239 KANSAS CITY, MO 64121	Energy
ENCORE RECYCLERS INC.	301 S. SHILOH ROAD GARLAND, TX 75042	Waste
ENSTAR NATURAL GAS CO - ANCHORAGE	PO BOX 34760 SEATTLE, WA 98124 1760	Energy
ENERGY	PO BOX 8103 BATON ROUGE, LA 70891	Energy
ENERGY	PO BOX 8105 BATON ROUGE, LA 70891	Energy
FAIR POINT COMMUNICATIONS	PO BOX 11021 LEWISTON, ME 04243 9472	Communications
FIRST UTILITY DISTRICT - KNOXVILLE	122 DURWOOD ROAD PO BOX 22580 KNOXVILLE, TN 37933 0580	Sewer/Water
FLORIDA POWER & LIGHT-GENERAL MAIL	PO BOX 025576 MIAMI, FL 33102	Energy
FORSYTH COUNTY DEPT OF WATER & SEWER	P.O. BOX 100003 CUMMING, GA 30028 8303	Sewer/Water
FRANKFORT MUNICIPAL UTILITIES	P O BOX 578 FRANKFORT, IN 46041	Municipal
FRONTIER WEST VIRGINIA INC.	PO BOX 20550 ROCHESTER, NY 14602 0550	Communications
FULTON COUNTY FINANCE DEPARTMENT	PO BOX 105300 ATLANTA, GA 30348	Sewer/Water
FULTON COUNTY WATER & SEWER REVENUE FUND	1030 MARIETTA HIGHWAY ROSWELL, GA 30075	Sewer/Water
GAGE TELEPHONE SYSTEMS	11815 SUN BELT CT BATON ROUGE, LA 70809	Communications

PROVIDER	PROVIDER ADDRESS	SERVICE
GAS COMPANY, THE - MONTEREY PARK	PO BOX C MONTEREY PARK, CA 91756	Energy
GAS SOUTH	PO BOX 530552 ATLANTA, GA 30353-0552	Energy
GE ENERGY	601 SHILOH ROAD ATTN BOBBIE FULLER PLANO, TX 75074	Energy
GEORGIA ASSOCIATION OF WATER PROFESSIONA	21655 ENTERPRISE WAY MARIETTA, GA 30067	Sewer/Water
GEORGIA POWER CO	96 ANNEX ATLANTA, GA 30396 0001	Energy
GORDON WASTE CO	PO BOX 389 COLUMBIA, PA 17512	Waste
GRANITE TELECOMMUNICATIONS LLC - BOSTON	CLIENT ID #31, PO BOX 983119 BOSTON, MA 02298 3119	Communications
GREEN COUNTY SOLID WASTE	PO BOX 485 CATSKILL, NY 12414	Waste
GREER COMMISSION OF PUBLIC WORKS - GREER	PO BOX 160 GREER, SC 29652-0216	Municipal
GULF POWER COMPANY - BIRMINGHAM	P O BOX 830660 BIRMINGHAM, AL 35283	Energy
HAWAIIAN ELECTRIC	900 RICHARDS ST. P O BOX 3978 HONOLULU, HI 96812	Energy
HAWAIIAN TELCOM	PO BOX 30770 HONOLULU, HI 96820	Communications
HUMBOLDT WASTE MANAGEMENT AUTHORITY	1059 W. HAWTHORNE STREET EUREKA, CA 95501	Waste
ILLUMINATING CO, THE	PO BOX 3638 AKRON, OH 44309-3638	Energy
INDIANA-AMERICAN WATER CO INC	PO BOX 94551 PALATINE, IL 60094	Sewer/Water
INDIANAPOLIS POWER & LIGHT COMPANY	PO BOX 110 INDIANAPOLIS, IN 46206-0110	Energy
INDUSTRIAL WASTE UTILIZATION	5601 STATE STREET MONT CLAIR, CA 91763	Waste
INFINITE ENERGY	PO BOX 105247 ATLANTA, GA 30348 5247	Energy
INNOVATIVE WASTE SYSTEMS-BATON ROUGE	14801 SCENIC HWY BATON ROUGE, LA 70807 1052	Waste
INTERCALL	PO BOX 281866 ATLANTA, GA 30384	Communications
INTERGRATED WIRELESS SOLUTIONS LLC	221 OAK DRIVE BRAITHWAITE, LA 70040	Communications
JEA - JACKSONVILLE	PO BOX 45047 JACKSONVILLE, FL 32231 5047	Energy
JOHN'S DISPOSAL SERVICE - WHITEWATER	PO BOX 329 107 HWY U WHITEWATER, WI 53190	Waste
KANSAS CITY KANSAS BOARD OF PUB. UTL.	PO BOX 219661 KANSAS CITY, MO 64121-9661	Energy
KANSAS CITY POWER & LIGHT	PO BOX 219330 KANSAS CITY, MO 64121-9330	Energy
KANSAS ELECTRIC, INC - NEWTON	1420 NW 36TH ST. NEWTON, KS 67114	Energy
KANSAS GAS SERVICE	PO BOX 219046 KANSAS CITY, MO 64121 9046	Energy
KCP & L	PO BOX 219703 KANSAS CITY, MO 64121 97039	Energy
KING'S DISPOSAL, LLC - KANEOHE	PO BOX 5425 KANEOHE, HI 96744	Waste
KNOXVILLE UTILITIES BOARD	PO BOX 59017 KNOXVILLE, TN 37950-9017	Energy
LACLEDE GAS COMPANY	DRAWER 2 ST LOUIS, MO 63171	Energy
LAMPTON-LOVE GAS COMPANY	380 CARRIER BLVD. RICHLAND, MS 39218	Energy



PROVIDER	PROVIDER ADDRESS	SERVICE
LANCO SEPTIC SERVICE	691 TRUCE ROAD QUARRYVILLE, PA 17566 9734	Septic
LANDER COUNTY PUBLIC WORKS	550 W. SECOND STREET BATTLE MOUNTAIN, NV 89820	Sewer/Water
LAPP ELECTRICAL SERVICE INC-LANCASTER	2420 GEHMAN LANE LANCASTER, PA 17602	Energy
LATELLA RUBBISH REMOVAL - ORANGE	PO BOX 26185 NEW HAVEN, CT 06516	Waste
LENOIR CITY UTILITY BOARD	200 DEPOT STREET, PO BOX 449 LENOIR CITY, TN 37771	Energy
LIBERTY POWER CORP - CHICAGO	25901 NETWORK PLACE CHICAGO, IL 60673 1259	Energy
LIBERTY UTILITIES	3639 JOY RD COLUMBUS, GA	Energy
LOGANSPOORT MUNICIPAL UTILITIES	601 E. BROADWAY #101 LOGANSPOORT, IN 46947	Sewer/Water
LONG ISLAND POWER AUTHORITY - LIPA	PO BOX 9039 ACCOUNT # 03815002609 HICKSVILLE, NY 11802	Energy
LONG LINES WIRELESS LLC - SERGEANT BLUFF	501 4TH STREET PO BOX 67 SERGEANT BLUFF, IA 51054	Communications
LOS ANGELES COUNTY DEPT OF PUBLIC WORKS	PO BOX 1460 ALHAMBRA, CA 91802	Sewer/Water
LUBBOCK POWER & LIGHT	PO BOX 10541 LUBBOCK, TX 79408-3541	Energy
MCI COMM SERVICE INC	PO BOX 371815 PITTSBURGH, PA 15250 7815	Communications
MCI TELECOMMUNICATIONS MA	PO BOX 371355 PITTSBURGH, PA 15250-7355	Communications
MEMPHIS LIGHT GAS & WATER	PO BOX 388 MEMPHIS, TN 38145	Energy/Water
MET-ED-BOX 601 (FORMERLY GPU)	PO BOX 3687 AKRON, OH 44309	Energy
METROPOLITAN ST LOUIS SEWER DISTRICT	PO BOX 437 ST LOUIS, MO 63166	Sewer/Water
METROPOLITAN UTILITIES DISTRICT	PO BOX 3600 OMAHA, NE 68103	Sewer/Water
MIDAMERICAN ENERGY CO	PO BOX 8020 DAVENPORT, IA 52808 8020	Energy
MILLENNIUM WASTE - PO BOX 660177	13606 KNOXVILLE ROAD MILAN, IL 61264	Waste
MISSION CITY ELECTRIC	PO BOX 17187 SAN ANTONIO, TX 78217	Energy
MISSOURI AMERICAN WATER	PO BOX 94551 PALATINE, IL 60094	Sewer/Water
MISSOURI GAS ENERGY	P O BOX 219255 KANSAS CITY, MO 64141	Energy
MODERN ELECTRIC WATER COMPANY	NORTH 904 PINES ROAD BOX 14008 SPOKANE, WA 99214-4008	Energy
MONTANA DAKOTA UTILITIES CO	PO BOX 5600 BISMARCK, ND 58506-5600	Energy
MOUNTAINEER GAS COMPANY - CHARLESTON	PO BOX 362 CHARLESTON, WV 25322	Energy
MUNCIE SANITARY DISTRICT	PO BOX 1587 MUNCIE, IN 47308	Sewer/Water
NATIONAL FUEL	PO BOX 4103 BUFFALO, NY 14264	Energy
NATIONAL GRID	PO BOX 11735 NEWARK, NJ 07101 4735	Energy
NATIONAL GRID	PO BOX 11742 NEWARK, NJ 07101 4742	Energy
NATIONAL GRID - KEYSPAN ENERGY DELIVERY	PO BOX 9037 HICKSVILLE, NY 11802	Energy
NATIONAL TELECOM SYSTEMC INC-NORWOOD	916 PLEASANT ST # 9 NORWOOD, MA 02062	Communications

PROVIDER	PROVIDER ADDRESS	SERVICE
NETWORK & TELEPHONE SYSTEMS	3301 E COUNTY RD. 400 N MUNCIE, IN 47303	Communications
NEVADA POWER	PO BOX 30086 RENO, NV 89520-3086	Energy
NICOR GAS	PO. BOX 416 AURORA, IL 60568 0001	Energy
NORTHEAST IOWA TELEPHONE - MANCHESTER	119 SOUTH FRANKLIN STREET MANCHESTER, IA 52057	Communications
NORTHERN INDIANA PUBLIC-MERRIVILLE	PO BOX 13007 MERRIVILLE, IN 46411	Energy
NORTHWEST PROPANE GAS COMPANY	11551 HARRY HINES BLVD DALLAS, TX 75229	Energy
NW NATURAL	PO BOX 6017 PORTLAND, OR 97228	Energy
O G & E	PO BOX 24990 OKLAHOMA CITY, OK 73124-0990	Energy
OKLAHOMA NATURAL GAS	PO BOX 219296 KANSAS CITY, MO 64121 9296	Energy
OLMSTED COUNTY PUBLIC WORKS	2122 CAMPUS DR. SE, SUITE 200 ROCHESTER, MN 55904	Sewer/Water
OLYMPIC TELEPHONE-TUMWATER	2803 29TH AVENUE SW TUMWATER, WA 98512	Communications
OPPD	PO BOX 3995 444 S. 16TH ST MALL OMAHA, NE 68103-0995	Energy
OREGON FARMERS MUTUAL TELEPHONE CO	PO BOX 227 OREGON, MO 64473	Communications
ORLANDO UTILITIES COMMISSION	PO BOX 4901 ORLANDO, FL 32802	Energy/Water
PAETEC	P.O. BOX 3243 MILWAUKEE, WI 53201 3243	Communications
PAETEC - MCLEOD USA	PO BOX 1283 BUFFALO, NY 14240 1283	Communications
PAPILLION SANITATION-A WASTE CONNECTIONS	A WASTE CONNECTIONS COMPANYS 10810 S 144TH STREET OMAHA, NE 68138	Waste
PARACO GAS WAS/SYNERGY GAS	SYCAMORE SQUARE 2510 ROUTE 44 SALT POINT, NY 12578 8040	Energy
PECO ENERGY	PO BOX 37629 PHILADELPHIA, PA 19101	Energy
PENA'S DISPOSAL, INC.	12094 AVE. 408 CUTLER, CA 93615	Waste
PEOPLES NATURAL GAS	P.O.BOX 644760 PITTSBURGH, PA 15264 4760	Energy
PG&E ELECTRIC COMPANY	PO BOX 997300 SACRAMENTO, CA 95899 7300	Energy
PHONE CONNECTION- MANHATTAN	410 HOUSTON ST MANHATTAN, KS 66502	Communications
PIEDMONT NATURAL GAS COMPANY	PO BOX 660920 DALLAS, TX 75266 0920	Energy
PIGEON CREEK SANITARY AUTHORITY-BENTLEYV	508 MAIN STREET BENTLEYVILLE, PA 15314	Sewer/Water
PINE TREE WASTE, INC. - PO BOX 1372	31 FREEDOM PARKWAY HERMON, ME 04401	Waste
PIONEER TELEPHONE COOPERATIVE-KINGFISHER	PO BOX 539 118 E. ROBERTS AVE. KINGFISHER, OK 73750 0539	Communications
PORTLAND GENERAL ELECTRIC	P O BOX 4438 PORTLAND, OR 97208-4438	Energy
PP&L-LEHIGH VALLEY	PO BOX 25222 LEHIGH VALLEY, PA 18002 5222	Energy
PPL ELECTRIC UTILITES- ALLENTOWN	2 NORTH 9TH STREET RPC-GENN1 ALLENTOWN, PA 18101 1175	Energy
PROGRESS ENERGY CAROLINAS, INC	PO BOX 2041 RALEIGH, NC 27698-0001	Energy

PROVIDER	PROVIDER ADDRESS	SERVICE
PSE & G CO.	PO BOX 14106 NEW BRUNSWICK, NJ 08906-4106	Energy
PUGET SOUND ENERGY	PAYMENT PROCESSING, BOT-01H PO BOX 91269 BELLEVUE, WA 98009 9269	Energy
PURCHASE POWER	P.O. BOX 371874 PITTSBURGH, PA 15250 7874	Energy
QUALITY ELECTRIC, INC - COLUMBUS	6589 HUNTLEY ROAD COLUMBUS, OH 43229	Energy
QUALITY POWER SOLUTIONS	5812 MANUFACTURERS DRIVE MADISON, WI 53704	Energy
QUESTAR GAS	PO BOX 45841 SALT LAKE CITY, UT 84139	Energy
QWEST-SEATTLE	P O. BOX 91154 SEATTLE, WA 98111	Communications
R.H FOSTER ENERGY, LLC	PO BOX 161 HAMPDEN, ME 04444	Energy
RELIANT ENERGY SOLUTIONS-HOUSTON	PO BOX 223688 PITTSBURGH, PA 15251 2681	Energy
REPUBLIC SERVICES	PO BOX 78829 PHOENIX, AZ 85062 8829	Waste
ROCKY MOUNTAIN POWER - PORTLAND	1033 NE 6TH AVE PORTLAND, OR 97256-0001	Energy
SALT LAKE CITY CORP	PO BOX 30881 SALT LAKE CITY, UT 84130 0881	Sewer/Water
SAWNEE ELECTRIC MEMBERSHIP CORP.	PO BOX 2252 ID 1204 BIRMINGHAM, AL 35246-1204	Energy
SEBASTIAN COUNTY REGIONAL SOLID WASTE	MANAGEMENT DISTRICT 4600 TOWSON AVE., STE 101-M1 FT SMITH, AR 72901	Waste
SEMINOLE COUNTY SOLID WASTE	1950 STATE ROAD 419 LONGWOOD, FL 32750	Waste
SEMINOLE ENERGY SERVICES - TULSA	DEPARTMENT 1886 TULSA, OK 74182	Energy
SILICON VALLEY TELECOMMUNICATIONS, LTD	230 DUBOIS ROAD ANNAPOLIS, MD 21401 2122	Communications
SIOUX FALLS UTILITIES	1201 N WESTERN AVE SIOUX FALLS, SD 57104	Municipal
SMUD	6201 S STREET BOX 15555 SACRAMENTO, CA 95852-1555	Energy
SOLID WASTE ABATEMENT FUND - PA DEP	DEPARTMENT OF ENVIRONMENTAL PROTECTION 909 ELMERTON AVENUE THIRD FLOOR HARRISBURG, PA 17110	Waste
SOLID WASTE AGENCY OF NW NEBRASKA	1010 E. NIOBARA CHADRON, NE 69337	Waste
SOUTHERN CALIFORNIA EDISON COMPANY	PO BOX 300 ROSEMEAD, CA 91771-0001	Energy
SOUTHERN PINE ELECTRIC POWER	PO BOX 60 TAYLORSVILLE, MS 39168	Energy
SPRINT	PO BOX 4181 CAROL STREAM, IL 60197	Communications
SPRINT - KANSAS CITY	PO BOX 219100 KANSAS CITY, MO 64121	Communications
SRP	PO BOX 2950 PHOENIX, AZ 85062 2950	Energy
STAND ENERGY CORPORATION - CINCINNATI	1077 CELESTIAL STREET SUITE 110, ROOKWOOD BLDG. CINCINNATI, OH 45202	Energy
STERICYCLE SPECIALTY WASTE SOLUTIONS,INC	314-B LANDSTREET ROAD ORLANDO, FL 32824	Waste
STORY TELEPHONE & ELECTRONICS	10753 WEST UNIVERSITY DR. MCKINNEY, TX 75070	Communications

PROVIDER	PROVIDER ADDRESS	SERVICE
STS TELECOM (PREV. TALK VISUAL CORP.)	DEPT. 1798 PO BOX 11407 BIRMINGHAM, AL 35246	Communications
SUBURBAN ENERGY SERVICES	PO BOX J WHIPPANY, NJ 07981 0409	Energy
SUBURBAN LANCASTER SEWER AUTH SEWER SER	PO BOX 1509 LANCASTER, PA 17608	Sewer/Water
SUDDENLINK COMMUNICATIONS - SCOTT DEPOT	PO BOX 1220 SCOTT DEPOT, WV 25560	Communications
SUEZ ENERGY RESOURCES	PO BOX 25237 LEHIGH VALLEY, PA 18002	Energy
T & M HAZARDOUS WASTE MANAGEMENT LLC	PO BOX 3024 PINEDALE, CA 93650	Waste
TDS METROCOM	PO BOX 94510 PALATINE, IL 60094	Communications
TDS TELECOM	525 JUNCTION RD. PAYMENT REMITTANCE POB 94510 PALATINE, IL 60094	Communications
TECO-TAMPA ELECTRIC	PO BOX 31318 TAMPA, FL 33631-3318	Energy
TELECOM BUSINESS SOLUTIONS, INC.	268 WEST BEAVER STREET SUITE 112 HELLAM, PA 17406	Communications
TELECOM-WEST - SHINGLE SPRINGS	4325 PRODUCT DR., # D SHINGLE SPRINGS, CA 95682	Communications
TELTECH COMMUNICATIONS,LLC	P.O. BOX 3040 EAGLE, CO 81631	Communications
TEMPEST TELECOM SOLUTIONS	1825 MONETARY LANE, SUITE 102 CARROLLTON, TX 75006	Communications
TEXAS GAS SERVICE - KANSAS CITY	P O BOX 219913 KANSAS CITY, MO 64121 9913	Energy
TIME WARNER TELECOM	PO BOX 172567 DENVER, CO 80217	Communications
T-MOBILE	PO BOX 742596 CINCINNATI, OH 45274 2596	Communications
TOTAL WIRELESS COMMUNICATION SERVICE	PO BOX 452559 GROVE, OK 74345	Communications
TOWN OF NORWOOD	PO BOX 9101 NORWOOD, MA 02062	Energy
TRIANGLE COMMUNICATIONS	940 WEST MAIN ST NEW HOLLAND, PA 17557	Communications
TXU ENERGY	PO BOX 650638 DALLAS, TX 75265 0638	Energy
U G I UTILITIES, INC.	PO BOX 15523 WILMINGTON, DE 19886 5523	Energy
UGI-PENN NATURAL GAS - PITTSBURGH	PO BOX 15533 WILIMINGTON, DE 19886 5533	Energy
UNITED WATER	700 KINDERKAMAOK RD ATTN: HARSHUL DESAI AP ANALYST ORADELL, NJ 48314	Sewer/Water
VECTREN ENERGY DELIVERY	PO BOX 6248 INDIANAPOLIS, IN 46206	Energy
VERIZON	P.O. BOX 15062 ALBANY, NY 12212	Communications
VERIZON	PO BOX 15026 ALBANY, NY 12212-5026	Communications
VERIZON	PO BOX 15124 ALBANY, NY 12212 5124	Communications
VERIZON	PO BOX 25505 LEHIGH VALLEY, PA 18002	Communications
VERIZON	PO BOX 28000 LEHIGH VALLEY, PA 18002 8000	Communications
VERIZON	PO BOX 4833 TRENTON, NJ 08650-4833	Communications
VERIZON	PO BOX 660108 DALLAS, TX 75266 0108	Communications

PROVIDER	PROVIDER ADDRESS	SERVICE
VERIZON	PO BOX 660720 DALLAS, TX 75266	Communications
VERIZON	PO BOX 920041 DALLAS, TX 75392-0041	Communications
VERIZON BUSINESS	PO BOX 660794 DALLAS, TX 75266 0794	Communications
VERIZON DIRECTORIES CORP	PO BOX 619009 D/FW AIRPORT, TX 75261	Communications
WASTE CONNECTIONS OF THE CAROLINAS	DISTRICT 6120 PO BOX 660177 DALLAS, TX 75266 0177	Waste
WASTE DIRECT CONSULTING, INC.	4698 COSTA BRAVO DRIVE ORLANDO, FL 32839	Waste
WASTE MANAGEMENT	P O BOX 78251 PHOENIX, AZ 85062	Waste
WASTE MANAGEMENT	PO BOX 105453 ATLANTA, GA 30348	Waste
WASTE MANAGEMENT	PO BOX 13648 PHILADELPHIA, PA 19101	Waste
WASTE MANAGEMENT - SALEM	PO BOX 78251 PHOENIX, AZ 85062-8251	Waste
WASTE MANAGEMENT OF LOUISVILLE KY	PO BOX 9001054 LOUISVILLE, KY 40290 1054	Waste
WASTE MANAGEMENT OF THE INLAND EMPIRE	PO BOX 541065 LOS ANGELES, CA 90054 1065	Waste
WASTE MANAGEMENT-COMMERCIAL ACCOUNT	PO BOX 4648 CAROL STREAM, IL 60197 4648	Waste
WCI OF TN - WASTE CONNECTIONS COMPANY	2400 CHIPMAN ST. KNOXVILLE, TN 37917	Waste
WE ENERGIES	PO BOX 2089 MILWAUKEE, WI 53201-2089	Energy
WEST PENN POWER	PO BOX 3615 AKRON, OH 44309 3615	Energy
WESTAR ENERGY - TOPEKA	PO BOX 758500 TOPEKA, KS 66675	Energy
WINDSTREAM	PO BOX 9001908 LOUISVILLE, KY 40290 1908	Communications
XCEL ENERGY	PO BOX 9477 MINNEAPOLIS, MN 55484 9477	Energy
XO COMMUNICATIONS	FILE 50550 LOS ANGELES, CA 90074	Communications
YELLOWSTONE VALLEY ELECTRIC	PO BOX 249 HUNTLEY, MT 59037	Energy

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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 In re: : Chapter 11  
 :  
 EXIDE TECHNOLOGIES, : Case No. 13-11482  
 :  
 Debtor.<sup>1</sup> :  
 :  
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**FINAL ORDER PURSUANT TO BANKRUPTCY CODE SECTIONS 105(a) AND 366 (I) APPROVING DEBTOR’S PROPOSED FORM OF ADEQUATE ASSURANCE OF PAYMENT, (II) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS BY UTILITY COMPANIES, AND (III) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING OR DISCONTINUING SERVICE**

Upon the Debtor’s motion (the “Motion”)<sup>2</sup> pursuant to sections 105(a) and 366 of the Bankruptcy Code for: (A) an interim order (the “Interim Order”), (i) approving the Debtor’s proposed form of adequate assurance of postpetition payment to the Utility Companies; (ii) establishing procedures for resolving any objections by the Utility Companies relating to the Proposed Adequate Assurance; and (iii) prohibiting the Utility Companies from altering, refusing or discontinuing service to, or discriminating against, the Debtor solely on the basis of the commencement of this case, a debt that is owed by the Debtor for services rendered prior to the Petition Date, or on account of any perceived inadequacy of the Debtor’s Proposed Adequate Assurance; and (B) a final order granting the relief requested herein on a final basis (the “Final Order”), all as more fully described in the Motion; and upon the First Day Declaration; and the Court having determined that the relief requested in the Motion is in the best interests of the

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<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 such terms in the Motion.

Debtor, its estate, its creditors, its stakeholders and other parties in interest; and it appearing that proper and adequate notice of the hearing to consider the relief requested in the Motion having been provided to the parties listed therein and no further notice being necessary; and the legal and factual bases set forth in the Motion establishing just and sufficient cause to grant the relief requested therein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

**ORDERED, ADJUDGED AND DECREED that:**

1. The Motion is GRANTED as set forth herein.
2. The Proposed Adequate Assurance constitutes “adequate assurance of payment” for purposes of Bankruptcy Code section 366.
3. Except as the amount may be reduced by application of the provisions of this Final Order, Utility Deposits in the aggregate amount of \$2.04 million deposited in the Utility Deposit Account shall be held for the purpose of providing adequate assurance of payment to each Utility Company for its postpetition Utility Services to the Debtor.
4. To the extent there is any inconsistency between the terms of the interim or final order approving the Debtor’s proposed postpetition financing, if and when entered, and this Final Order, the terms of the interim or final order approving the proposed postpetition financing, as applicable, shall govern.
5. The Debtor may reduce the Utility Deposit to the extent that it includes an amount (i) on account of a Utility Company that the Debtor subsequently determines, in its sole discretion, should be removed from the Utility Company List or (ii) that is already held by a Utility Company as a deposit or prepayment.
6. The Utility Companies identified on Schedule 1 annexed to the Interim Order (the “Utility Company List”), including Subsequently Identified Utility Companies, are

prohibited from (i) discriminating against the Debtor, (ii) altering, refusing, or discontinuing service to the Debtor, or (iii) requiring payment of a deposit or receipt or any other security for continued service other than the Utility Deposit, as a result of the Debtor's bankruptcy filing or any outstanding prepetition invoices.

7. If an amount relating to postpetition Utility Services provided by a Utility Company is unpaid beyond any applicable grace period, such Utility Company may request a disbursement from the Utility Deposit Account (a "Disbursement Request"), in no case to exceed the amount of the Utility Deposit contributed to the Utility Deposit Account for the benefit of such Utility Company, by giving notice to (i) Exide Technologies, 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004, Attn: Brad Kalter, Esq.; (ii) Skadden, Arps, Slate, Meagher & Flom LLP, 4 Times Square, 26th Floor, New York, New York, 10036, Attn: Ken Ziman, Esq. and Elliot Ross; (iii) Davis Polk & Wardwell, 450 Lexington Ave, New York, New York 10017, Attn: Damian Schaible; and (iv) counsel to any statutory committee appointed in this case. A Disbursement Request shall only be honored on the date that is five (5) business days after the date of the Disbursement Request.

8. Any Utility Company that failed to submit an Additional Assurance Request as set forth in the Interim Order or file an Objection shall be deemed to have adequate assurance of payment that is satisfactory to it within the meaning of Bankruptcy Code section 366 and shall be forbidden from altering, refusing, or discontinuing service to the Debtor on account of any prepetition charges, subject to the Utility Company's rights to seek a modification of adequate assurance under section 366(c)(3) of the Bankruptcy Code.

9. The Debtor is authorized, in its discretion to amend the Utility Company List hereto to add or delete any Utility Company, and this Final Order shall apply to any such



Subsequently Identified Utility Company that is added to such schedule. Such amendment shall be accomplished by filing with this Court a notice and serving the same on the affected Utility Company. Any Utility Company added to the Utility Company List subsequent to the date of the Motion shall have the right to make an Additional Assurance Request in compliance with the Adequate Assurance Procedures.

10. This Final Order shall be binding on all Utility Companies, regardless of when such Utility Company was added to the Utility Company List; provided, however, that if additional parties are added, the Debtor may increase the amount of the Utility Deposit by an amount equal to the cost of one half (1/2) of one month of Utility Services provided by such Subsequently Identified Utility Company to the Debtor.

11. Nothing herein constitutes a finding that any entity is or is not a Utility Company hereunder or under Bankruptcy Code section 366, whether or not such entity is listed on Schedule 1 attached hereto.

12. This Final Order is without prejudice to the Debtor's rights to contest the amounts of any amounts owed to a Utility Company. Nothing in this Final Order or the Motion shall be deemed to constitute postpetition assumption or adoption of any agreement under Bankruptcy Code section 365.

13. The Debtor is authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion

14. Neither the provisions contained herein, nor any actions or payments made by the Debtor pursuant to this Final Order, shall be deemed an admission as to the validity of the underlying obligation or a waiver of any rights the Debtor may have to subsequently dispute such obligation on any ground that applicable law permits.

15. Nothing in this Final Order or the Motion shall be deemed to constitute postpetition assumption or adoption of any agreement under Bankruptcy Code section 365. Notwithstanding the relief granted herein and any actions taken hereunder, nothing herein shall create, nor is intended to create, any rights in favor of, or enhance the status of any claim held by, any person.

16. The Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested is necessary to avoid immediate and irreparable harm.

17. Notwithstanding Bankruptcy Rule 6004(h), this order shall be effective and enforceable immediately upon entry hereof.

18. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Final Order.

Dated: Wilmington, Delaware  
\_\_\_\_\_, 2013

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UNITED STATES BANKRUPTCY JUDGE