IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
EXIDE TECHNOLOGIES,	:	Case No. 13-11482 (KJC)
Debtor.[1]	:	**Related Docket Nos. 17, 79, 427, 1300, 1719, 1978, 2073**
	:	**Hrg. Date: Oct. 31, 2014 at 10:00 a.m. (Eastern)**
	:	**Obj. Due: Oct. 24, 2014 at 4:00 p.m. (Eastern)**

DEBTOR'S MOTION FOR ENTRY OF AN ORDER PURSUANT TO 11 U.S.C. §§ 105, 361, 362, 363 AND 364 AUTHORIZING THE DEBTOR TO AMEND THE DIP FACILITIES AND THE FINAL DIP ORDER

Exide Technologies (the "Debtor" or "Exide") hereby submits this motion (this "Motion") under sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), and 364(e) of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002 and 4001 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 4001-2 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the "Local Bankruptcy Rules"), for entry of an order (the "Second Supplemental DIP Order") authorizing certain amendments to (1) the Amended and Restated Superpriority Debtor-in-Possession Credit Agreement dated as of July 12, 2013 (as amended, supplemented or otherwise modified, the "DIP Credit Agreement" and together with all related documents, and including all exhibits and schedules thereto, the "DIP Documents") and (2) 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

[1] 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.

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"). In support of this Motion, the Debtor relies upon and incorporates by reference the Declaration of Daniel Aronson in Support of Debtor's Motion for Entry of an Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363 and 364 Authorizing the Debtor to Amend the DIP Facilities and the Final DIP Order, attached hereto as Exhibit A (the "Aronson Declaration"). In further support of this Motion, the Debtor, by and through its undersigned proposed counsel, respectfully represents:

PRELIMINARY STATEMENT

The Debtor has secured an amendment—to which 100% of the DIP Lenders have consented—extending the maturity of its DIP facilities. This extension provides the Debtor with the additional runway needed to move this case toward an exit from chapter 11. The Debtor now seeks this Court's approval of those aspects of the DIP amendment for which the same is required pursuant to the terms of the Final DIP Order and the amendment—namely, an increase in the DIP ABL Facility's interest rate, payment of a duration fee and a monthly fee, and a modification to the adequate protection package provided to the unofficial committee of senior secured noteholders (the "Unofficial Noteholder Committee").

The Debtor's entry into the DIP amendment is clearly an exercise of its sound business judgment. Most importantly, the DIP amendment allows the Debtor to focus on concluding the plan negotiation process and in turn to capitalize on the restructuring and cost-containment improvements achieved during its stay in chapter 11 and emerge from that process as a highly competitive enterprise serving a global customer base and having preserved thousands of jobs. Absent the DIP amendment, the DIP Facilities would have matured on October 14, 2014, thereby precluding any restructuring strategy. As discussed in more detail

below and in the Aronson Declaration, the Debtor engaged in extensive negotiations with its DIP lenders over the amendment's terms and widely canvassed potential alternative financing sources (which ultimately did not bear fruit) to come to the sound business conclusion that the DIP amendment offers the best means to allow the Debtor to realize its restructuring goals and maximize estate value. Based on these facts and circumstances, this Court should approve this Motion.

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this 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 this Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

2. The legal predicates for the relief requested herein are Bankruptcy Code sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), and 364(e), Bankruptcy Rules 2002 and 4001, and Local Bankruptcy Rule 4001-2.

3. Pursuant to Local Bankruptcy Rule 9013-1(f), the Debtor consents to the entry of a final judgment or order with respect to this 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

I. The Chapter 11 Case

4. On June 10, 2013 (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").

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. On June 18, 2013, the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed the official committee of unsecured creditors (the "Creditors' Committee") in the Chapter 11 Case pursuant to Bankruptcy Code section 1102. No trustee has been appointed in the Chapter 11 Case.

II. 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 (which includes Recycling North America), 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. 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 the Declaration of Phillip A. Damaska in Support of Chapter 11 Petition and First Day Pleadings [Docket No. 3].

III. The DIP Financing and Subsequent Amendments

9. On June 10, 2013 the Debtor filed the Debtor's Motion for Interim and Final Orders (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, (II) Granting Adequate Protection to Pre-Petition Secured Parties Pursuant to 11 U.S.C. §§ 361, 362, 363 and 364 and (III) Scheduling Final

Hearing Pursuant to Bankruptcy Rules 4001(b) and (c) [Docket No. 17] (the "DIP Motion"). On July 25, 2013, this Court entered the Final DIP Order, approving the DIP Motion.[2]

10. The Final DIP Order authorized the Debtor to, among other things, enter into the DIP Credit Agreement and borrow money and obtain letters of credit consisting of borrowings of up to an aggregate principal or face amount of $225 million under the DIP ABL Facility and $275 million[3] under the DIP Term Facility (together, the "DIP Facilities") in accordance with the terms of the Final DIP Order and the DIP Documents, including the DIP Credit Agreement (in each case plus, interest, fees, paid-in-kind fees and other expenses and amounts provided for in the DIP Documents and the Final DIP Order).[4]

11. The Final DIP Order provides that no further court approval is required for amendments to the DIP Credit Agreement (and any fees paid in connection therewith) except those that shorten the maturity date or increase the commitments, the rate of interest or the letter of credit fees payable thereunder.[5] Accordingly, over the course of the Chapter 11 Case, the DIP Credit Agreement has been amended on multiple occasions without court approval, including to provide for clarification of terms, modify covenants, and extend milestones. In each instance, the Debtor has notified the Creditors' Committee and made the required SEC filings.

12. On January 30, 2014, this Court entered the Order Approving Stipulation and Agreement by and Among the Debtor, the Official Committee of Unsecured Creditors, Wells Fargo Bank, National Association, the Unofficial Noteholder Committee and the DIP

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[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the First Supplemental DIP Order (as defined below) and the Final DIP Order, as applicable.

[3] The total principal due under the DIP Term Facility, prior to the Additional Financing (as defined below), was approximately $284 million inclusive of the approximate $9 million in paid-in-kind fees capitalized to principal.

[4] Final DIP Order ¶ 6(a).

[5] Final DIP Order ¶ 6(b)(ii).

Agent [Docket No. 1300] (the "DIP Order Stipulation"). The DIP Order Stipulation modified the adequate protection provided to the Unofficial Noteholder Committee pursuant to the Final DIP Order by authorizing the Debtor to use Cash Collateral to pay the fees of an environmental consultant retained by the Unofficial Noteholder Committee (in addition to the fees of the other advisors already authorized under the Final DIP Order).

13. In addition, on July 3, 2014, the Debtor sought to increase the commitments under the DIP Facilities and so filed the Debtor's Motion for Entry of an Order Authorizing the Debtor to Amend the DIP Facilities to Obtain Additional Financing [Docket No. 1978] (the "First DIP Amendment Motion"). On July 28, 2014, this Court entered the Order Authorizing the Debtor to Amend the DIP Facilities to Obtain Additional Financing [Docket No. 2073] (the "First Supplemental DIP Order"). The First Supplemental DIP Order authorized the Debtor to increase the commitments under the DIP Term Facility to obtain $60 million in additional liquidity (the "Additional Financing") and to pay the fees related thereto. In addition to providing for the Additional Financing, the amendment approved pursuant to the First Supplemental DIP Order extended the maturity date of the DIP Facilities to December 31, 2014 on the condition that the Debtor, prior to the existing October 14 maturity date, execute a plan support agreement providing for emergence from bankruptcy by December 31.

A. The Plan Process

14. Around the same time that the Debtor was negotiating the DIP upsizing amendment, it was also engaged in discussions with members of the Unofficial Noteholder Committee regarding a plan proposal for which it received a non-binding term sheet from the

Unofficial Noteholder Committee on June 30, 2014.[6] However, as the Debtor advanced discussions with the Unofficial Noteholder Committee regarding the plan framework outlined in the non-binding proposal, certain unanticipated events transpired that diverted Company and stakeholder resources away from the plan negotiations and negatively impacted the business assumptions on which the plan proposal was based. In particular, an inventory overstatement at the Debtor's Canon Hollow lead recycling facility was revealed on the eve of the Debtor's filing of its form 10-K in June. In addition, on June 17, the Debtor received a Notice of Deficiency from the California Department of Toxic Substances Control regarding the Debtor's Resource Conservation and Recovery Act ("RCRA") Part B Permit Application for its Vernon, California lead recycling facility (the "Vernon Facility"). The Notice of Deficiency found the Debtor's RCRA permit application incomplete and demanded that the Debtor post additional financial assurance in order to proceed with the permitting process. Finally, on August 8, the Debtor was served with a grand jury subpoena from the U.S. Department of Justice relating to the Vernon Facility.

15. The Debtor has worked toward addressing these issues and the benefit of additional time has allowed the Debtor and the Unofficial Noteholder Committee to re-engage in plan negotiations. In the midst of this process, however, the Debtor realized that it would not be feasible to satisfy the DIP Facilities' milestone for delivery of a plan support agreement to trigger an extension of the DIP Facilities' October 14, 2014 maturity date until December 31, 2014 or to emerge from bankruptcy by the end of 2014. Accordingly, the Debtor turned to its advisors to obtain a maturity extension or potential alternative financing.

[6] See Press Release, Exide Technologies, Exide Technologies Receives Proposal for Plan of Reorganization from Substantial Majority of Senior Secured Noteholders (June 30, 2014), *available* at http://www.exide.com/en/about/news/Exide-Technologies-Receives-Proposal-for-Plan-of-Reorganization.aspx.

B. Process for a Maturity Extension

16. As described in more detail in the Aronson Declaration, Lazard conducted a three-pronged approach to provide the Debtor with the requisite time extension, engaging extensively with (a) the DIP Agent regarding an extension of the maturity date of the DIP Facilities through a DIP amendment, (b) the Unofficial Noteholder Committee regarding a potential refinancing of the DIP Facilities, and (c) potential third-party financing sources for a replacement DIP facility that would similarly provide for an extended maturity date that would afford the Debtor the time to complete its restructuring. From that process, the amendment described herein and attached hereto as Exhibit B ("Amendment No. 8") emerged as the only truly feasible option to obtain the needed extension to allow for the Debtor to complete its reorganization process.

C. Key Terms

17. After extensive negotiations, the Debtor reached agreement on Amendment No. 8, the key terms of which are as follows:

(a) Maturity Date Extension: The maturity date will be extended to March 31, 2015 upon entry of the Second Supplemental DIP Order.[7]

(b) DIP ABL Facility Pricing and Fees:

(i) Interest Rate Increase: As part of the consideration for the extension of the maturity date under the DIP Credit Agreement, with respect to the Revolver Advances (as defined in the DIP Credit Agreement), the Debtor has agreed, subject to this Court's approval, to increase the Applicable Margin (as defined in the DIP Credit Agreement) as follows:

[7] Amendment No. 8 extends the maturity of the DIP Facilities to March 31, 2015, provided that this Court approves the Duration Fee (as defined below), the Monthly Fee (as defined below), and the interest rate increase described below. Failure to obtain court approval would limit the extension duration to November 4, 2014.

	LIBOR Rate Loans/ Overnight LIBO Rate Loans	**Base Rate Loans**	**Unused Fees**
Existing	3.25%	2.25%	0.50%
Post Amendment No. 8 (on or prior to December 31, 2014)	4.00%	3.00%	1.00%
Post Amendment No. 8 (after December 31, 2014)	4.50%	3.50%	1.50%

(ii) Duration Fee: As further consideration for the extension of the maturity date under the DIP Credit Agreement, the Debtor has agreed, subject to this Court's approval, to pay a duration fee in an amount equal to 0.50% of the aggregate amount of the Revolver Commitments (as defined in the DIP Credit Agreement) as of December 30, 2014 (the "ABL Duration Fee")

(c) DIP Term Facility Pricing and Fees

(i) Monthly Fee: As part of the consideration for the extension of the maturity date under the DIP Credit Agreement, the Debtor has agreed, subject to this Court's approval, to pay a fee in an amount equal to 0.0833% of the aggregate outstanding principal amount of the Term Advances (as defined in the DIP Credit Agreement) on the last business day of each month from and including October 31, 2014 up to the last business day of the month prior to the Payoff Date (as defined in the DIP Credit Agreement) and on the Payoff Date (the "Monthly Fee").

(ii) Duration Fee: As further consideration for the extension of the maturity date under the DIP Credit Agreement, the Debtor has agreed, subject to this Court's approval, to pay a duration fee in an amount equal to 0.50% of the aggregate amount of the Term Advances (as defined in the DIP Credit Agreement) as of December 30, 2014 (the "Term Duration Fee" and together with the ABL Duration Fee, the "Duration Fee")

(d) Adjustment of Plan of Reorganization and Other Emergence-Related Milestones: Milestones have been adjusted to provide the Debtor additional time to complete plan negotiations. Alternatively, if the Debtor is unable to finalize a plan support agreement by November 17, 2014, the agreed milestones permit the Debtor to toggle into an orderly sale process.

(e) Financial Covenant Adjustments: Amendment No. 8 removes the minimum EBITDA covenant, increases the minimum liquidity covenant, and adds covenants for U.S. liquidity and for maximum capital expenditures.

(f) Other Fees: As consideration for Amendment No. 8, the Debtor will pay 0.75% of the outstanding commitment of each consenting lender. In addition, the Debtor has

already paid an arrangement fee to the DIP Agent pursuant to an engagement letter filed under seal concurrently herewith.

18. Pursuant to the Final DIP Order, the only aspect of Amendment No. 8 that requires court approval is the increase in interest rates. However, out of an abundance of caution, the Debtor, through this Motion, seeks this Court's approval of the Duration Fee, the Monthly Fee, and the interest rate increase.

RELIEF REQUESTED

19. By this Motion, the Debtor respectfully requests that the Court authorize the Debtor to (1) enter into Amendment No. 8, pay the Duration Fee, pay the Monthly Fee, increase the interest rates as described in Amendment No. 8 and in this Motion, and perform all such other and further acts as may be required by Amendment No. 8 and the DIP Documents in connection with Amendment No. 8 and (2) modify the adequate protection provided to the Unofficial Noteholder Committee pursuant to the Final DIP Order by authorizing the Debtor, without further notice or order, to use Cash Collateral to pay the reasonable actual and documented fees for professionals to represent the Unofficial Noteholder Committee in connection with environmental matters (including legal, strategic or technical) related to the Company and its restricted subsidiaries.

COMPLIANCE WITH LOCAL BANKRUPTCY RULE 4001-2

20. Local Bankruptcy Rule 4001-2(a)(1) requires that certain provisions contained in the financing documents and/or form of order be highlighted, and that the Debtor must provide justification for the inclusion of such provisions. The Debtor highlighted such provisions in the DIP Motion and the First DIP Amendment Motion. No provisions relating to Amendment No. 8 or the Second Supplemental DIP Order implicate the requirements of Rule 4001-2.

CONCISE SUMMARY OF THE TERMS OF AMENDMENT NO. 8[8]

21. Amendment No. 8 and the Second Supplemental DIP Order will leave the terms of the DIP Facilities substantially unchanged except as summarized in the chart below:

Term/Maturity *Bankruptcy Rule 4001(c)(1)(B)* *Local Bankruptcy Rule 4001-2(a)(ii)*	The Maturity Date of the DIP Facilities will be extended to March 31, 2015 upon entry of the Second Supplemental DIP Order See Amendment No. 8 § 2(v).
Interest Rates *Bankruptcy Rule 4001(c)(1)(B)* *Local Bankruptcy Rule 4001-2(a)(ii)*	The Applicable Margin, with respect to the Revolver Advances, shall be increased to 4% for LIBOR Rate Loans/Overnight LIBO Rate Loans, 3% for Base Rate Loans and 1% for Unused Fees. After December 31, 2014, it will increase to 4.5%, 3.5% and 1.5%, respectively. See Amendment No. 8 § 2(u)(iii).
Expenses and Fees *Bankruptcy Rule 4001(c)(1)(B)*	Duration Fee: 0.50% of the aggregate amount of the Revolver Commitments and Term Advances as of December 30, 2014. Monthly Fee: 0.0833% of the aggregate outstanding principal amount of the Term Advances on the last business day of each month from and including October 31, 2014 up to the last business day of the month prior to the Payoff Date and on the Payoff Date. Amendment Fee: 0.75% of each consenting lender's total exposure payable in cash. See Amendment No. 8 §§ 2(b); 9. Engagement Letter, including arrangement fee payable to DIP Agent, filed under seal concurrently herewith.
Adequate Protection *Bankruptcy Rule 4001(b)(1)(B)(iv), (c)(1)(B)(ii)*	The adequate protection provided to the Unofficial Noteholder Committee pursuant to the Final DIP Order will be supplemented to authorize the Debtor, without further notice or order, to use Cash Collateral to pay the reasonable actual and documented fees for professionals to represent the Unofficial Noteholder Committee in connection with environmental matters (including legal, strategic or technical) related to the Company and its restricted subsidiaries. See Amendment No. 8 § 2(r); Second Supplemental DIP Order ¶ 9.
Milestones *Bankruptcy Rule 4001(c)(1)(B)(vi)*	Noncompliance with the following constitutes an Event of Default: By no later than November 17, 2014, either (i) the PSA shall have been executed by the parties thereto or (ii)(x) the Board of Directors of the Company shall have approved a sale process in form and substance reasonably satisfactory to the Agent in its sole discretion (after reasonable consultation with the Required Lenders' Advisors) and (y) informational packages and solicitations for bids that are in form and substance reasonably acceptable to the Agent (after reasonable consultation with the Required Term Lenders' Advisors) shall have been distributed to potential bidders.

[8] This summary of Amendment No. 8 is provided for the benefit of this Court and other parties in interest. A copy of Amendment No. 8 is attached hereto as Exhibit B and incorporated herein by reference. To the extent there are any conflicts between this summary and Amendment No. 8, the DIP Credit Agreement, the Final DIP Order, the First Supplemental DIP Order and the proposed Second Supplemental DIP Order, the terms of the Final DIP Order, except as expressly modified by the First Supplemental DIP Order and the proposed Second Supplemental DIP Order, shall govern. Capitalized terms used in this summary but not otherwise defined herein shall have the meanings set forth in Amendment No. 8, the DIP Credit Agreement, and the proposed Second Supplemental DIP Order, as applicable.

If a PSA is executed by November 17, 2014, then:

(i) by no later than January 15, 2015, the Company shall have obtained the Bankruptcy Court's approval of a disclosure statement for an Acceptable Reorganization Plan and solicitation procedures contemplating completion of a confirmation hearing with respect to an Acceptable Reorganization Plan no later than March 10, 2015, which disclosure statement and solicitation procedures must otherwise be in form and substance reasonably acceptable to the Agent, and the Bankruptcy Court's approval of such disclosure statement and solicitation procedures shall not have been amended, modified or supplemented (or any portions thereof reversed, stayed or vacated) other than as agreed in writing by the Agent;

(ii) by no later than March 10, 2015, the Company shall obtain entry of an order of the Bankruptcy Court confirming an Acceptable Reorganization Plan, which order shall be in form and substance acceptable to the Agent in its sole discretion and shall not have been amended, modified or supplemented (or any portions thereof reversed, stayed or vacated) other than as agreed in writing by the Agent; and

(iii) by no later than March 31, 2015, the effective date of an Acceptable Reorganization Plan shall have occurred, and the order confirming the Acceptable Reorganization Plan shall not have been amended, modified or supplemented (or any portions thereof reversed, stayed or vacated) other than as agreed in writing by the Agent.

If a PSA is not executed by November 17, 2014, then:

(i) by no later than December 23, 2014, the Company shall have received a fully executed stalking horse bid to purchase all or a portion of the assets of the Company and/or its Subsidiaries, reasonably satisfactory in form and substance to the Agent (after reasonable consultation with the Required Term Lenders' Advisors) and subject only to approval by the Bankruptcy Court, the cash proceeds of which would be sufficient to satisfy all Revolver Obligations in cash in full upon the consummation of such transaction, and such bid shall not at any time be withdrawn or terminated;

(ii) by no later than January 15, 2015, the Bankruptcy Court shall have approved bidding procedures and the stalking horse bidder, in form and substance reasonably acceptable to the Agent (after reasonable consultation with the Required Term Lenders' Advisors), and (A) such bid shall not at any time be withdrawn or terminated other than through replacement of such bid with another binding bid that also satisfies the requirements set forth in the foregoing clause (i) of this sentence and (B) such approval shall be in full force and effect, and shall not have been (x) vacated, reversed, or stayed, or (y) amended or modified except as otherwise agreed to in writing by Agent in its sole discretion (after reasonable consultation with the Required Term Lenders' Advisors);

(iii) by no later than March 10, 2015, the Bankruptcy Court shall have approved a sale of all or a portion of the assets of the Company and/or its Subsidiaries, reasonably satisfactory in form and substance to the Agent (after reasonable consultation with the Required Term Lenders' Advisors), the cash proceeds of which would be sufficient to satisfy all Revolver Obligations in cash in full upon the consummation of such transaction, such approval to be in form and substance acceptable to the Agent in its sole discretion (after reasonable consultation with the Required Term Lenders' Advisors), and such approval shall be in full force and

	effect, and shall not have been (A) vacated, reversed, or stayed, or (B) amended or modified except as otherwise agreed to in writing by Agent in its sole discretion (after reasonable consultation with the Required Term Lenders' Advisors); and (iv) by no later than March 31, 2015, the sale referred to in the foregoing clause (iii) of this sentence shall have been consummated." See Amendment No. 8 § 2(v).
Financial Covenants	Minimum Liquidity**.** The Company shall not permit (a) the aggregate amount of Liquidity to be less than $50,000,000 or (b) the aggregate amount of U.S. Liquidity to be less than $25,000,000, in each case, for any five (5) consecutive Business Days. Maximum Capital Expenditures. The Company shall not, and shall not permit its Restricted Subsidiaries to, make or incur, on a consolidated basis, Capital Expenditures: (a) during the fiscal quarter of the Company ending December 31, 2014, in an amount exceeding $35,000,000, or (b) during any calendar month ending after December 31, 2014, in an amount exceeding $12,500,000. The Minimum Twelve-Month Trailing EBITDA covenant has been eliminated. See Amendment No. 8 § 2(g), (h), (i).

BASIS FOR RELIEF

I. This Court Should Authorize Entry into Amendment No. 8

22. The Debtor's entry into Amendment No. 8, including the payment of fees and increase of interest rates contained therein and described in this Motion, is a question of business judgment under section 363 of the Bankruptcy Code. And here the Debtor's business judgment is undoubtedly sound. Pursuant to section 363(b) of the Bankruptcy Code, bankruptcy courts have generally approved the use, sale or lease of estate property out of the ordinary course of business where there exists a sound business justification for the proposed transaction. See, e.g., Committee of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.), 722 F.2d 1063, 1070 (2d Cir. 1983) (acknowledging the use of the "articulated business justification" for the use of property under Section 363); Myers v. Martin (In re Martin), 91 F.3d 389, 395 (3d Cir. 1996) (noting that under normal circumstances, courts defer to a trustee's judgment concerning use of property under Section 363(b) when there is a legitimate business justification). Moreover, courts routinely defer to a debtor's business judgment in considering whether to approve the

terms of postpetition financing facilities. See e.g., Trans World Airlines, Inc. v. Travellers Int'l AG (In re Trans World Airlines, Inc.), 163 B.R. 964, 974 (Bankr. D. Del. 1994) (quoting order approving post-petition loan and receivables facility because such facility "reflect[ed] sound and prudent business judgment"); In re Ames Dep't Stores, Inc., 115 B.R. at 40 (The court should defer to debtor's "reasonable business judgment . . . so long as the financing agreement does not . . . leverage the bankruptcy process" and its purpose is to benefit the estate rather than another party-in-interest.).

23. The continued success of Exide's business and reorganization efforts hinges on obtaining the maturity extension within Amendment No. 8. That extension provides the Debtor with the requisite time to negotiate, solicit, and confirm a plan of reorganization. Additionally, Amendment No. 8 provides the Debtor with the flexibility to pursue an alternative path for a successful turnaround—an orderly sale of its business as a going concern. In stark contrast, absent such an extension, the Debtor would be required to pay all outstanding obligations under the DIP Facilities on November 4, 2014, something that it is not capable of doing. Allowing the DIP Facilities to mature without a restructuring transaction in place would be catastrophic to the Debtor's ongoing business operations and the Debtor's value as a going concern. Thus Amendment No. 8 is critical to the Debtor's reorganization and is in the best interests of the estate.

24. The pricing and fees were negotiated in good faith and at arms' length and represent the most favorable terms available to the Debtor for the requested amendments. As described in the Aronson Declaration, the Debtor opted to enter into Amendment No. 8 only after conducting an extensive marketing process and considering available alternatives. The Debtor and its advisors engaged extensively with the DIP Lenders, the Unofficial Noteholder

Committee, and potential third-party financing sources to address the upcoming expiration of the DIP Facilities. Amendment No. 8, which is the product of those extensive negotiations, provides the most favorable terms on which the DIP Lenders would agree to extend the maturity. Its terms are well within the parameters of the market for the rare sort of DIP amendment that involves a second maturity extension requiring 100% lender consent in a case pending approximately for 16 months. Indeed, while the Debtor received three proposals from outside lenders, as described in the Aronson Declaration, such proposals were either incomplete, presented execution issues, or lacked terms as favorable as those of Amendment No. 8. Moreover, any refinancing of the DIP Facilities would prime the prepetition secured noteholders and thus require their consent absent priming litigation—a path that the Debtor did not believe to be feasible or wise. In fact, the Unofficial Noteholder Committee, whose members hold a substantial majority of those notes, indicated that it was not supportive of the terms of the refinancing proposals received, effectively foreclosing those routes. Finally, absent a pay-off of the entire DIP Facilities, which none of the proposals provided for, any replacement DIP financing would require consent from the DIP Lenders or constitute an event of default under the DIP Credit Agreement. For these reasons, in the Debtor's sound business judgment, the terms of Amendment No. 8 present the best option to address the required extension of the DIP maturity and, at the same time, present the least amount of execution risk.

25. Accordingly, the fees and interest rates agreed to pursuant to Amendment No. 8 are reasonable and appropriate under the circumstances and should therefore be approved. Courts routinely authorize similar lender incentives relating to post-petition financing.

II. This Court Should Authorize the Proposed Modification of Adequate Protection

26. The Final DIP Order granted adequate protection to the Pre-Petition Noteholders pursuant to sections 361, 363(3), 364(d)(1) and 507 of the Bankruptcy Code for and equal in amount to the diminution in value. As part of that adequate protection package, the Final DIP Order authorized the Debtor, without further notice or order, to use Cash Collateral to pay the reasonable actual and documented professional fees and expenses of certain identified advisors (the "Notes Advisors") retained by the Unofficial Noteholder Committee. As provided by Amendment No. 8, the Debtor seeks to supplement the definition of Notes Advisors with additional professionals whose services will be important to continuing constructive negotiations with the Unofficial Noteholder Committee regarding the terms of a plan of reorganization.

WAIVER OF ANY APPLICABLE STAY

27. As the exigent nature of the relief sought herein justifies immediate relief, 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, Amendment No. 8 conditions the extension of the maturity date of the DIP Facilities to March 31, 2015 upon entry of the Second Supplemental DIP Order by November 4, 2014. Accordingly, to avoid the maturing of the DIP Facilities on November 4, 2014, the Debtor requests entry of the Second Supplemental DIP Order and waiver of the fourteen day stay imposed by Bankruptcy Rule 6004(h).

NOTICE

28. Notice of this Motion will be given to: (i) the U.S. Trustee; (ii) counsel to the agent under the debtor in possession financing; (iii) counsel to the agent for the Debtor's prepetition secured lenders; (iv) the indenture trustee for each of the Debtor's secured and

unsecured outstanding bond issuances; (v) counsel to the Unofficial Noteholder Committee; (vi) counsel to the Creditors' Committee; and (viii) all parties entitled to notice pursuant to Bankruptcy Rules 2002 and 4001. The Debtor submits that no other or further notice need be provided.

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CONCLUSION

WHEREFORE, the Debtor respectfully requests that the Court enter the Second Supplemental DIP Order granting (a) the relief requested herein and (b) such other relief as is appropriate under the circumstances.

Dated: Wilmington, Delaware
October 13, 2014

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

/s/ Kristhy M. Peguero
Anthony W. Clark (I.D. No. 2051)
Kristhy M. Peguero (I.D. No. 4903)
One Rodney Square
P.O. Box 636
Wilmington, Delaware 19899-0636
Telephone: (302) 651-3000
Fax: (302) 651-3001

- and -

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

- and -

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

Counsel for Debtor and Debtor in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
EXIDE TECHNOLOGIES,	Case No. 13-11482 (KJC)
Debtor.[1]	**Hearing: Oct. 31, 2014 at 10:00 a.m. (Eastern)** **Objections Due: October 24, 2014 at 4:00 p.m. (Eastern)**

NOTICE OF DEBTOR'S MOTION FOR ENTRY OF AN ORDER PURSUANT TO 11 U.S.C. §§ 105, 361, 362, 363 AND 364 AUTHORIZING THE DEBTOR TO AMEND THE DIP FACILITIES AND THE FINAL DIP ORDER

PLEASE TAKE NOTICE that the debtor and debtor in possession in the above-captioned bankruptcy case (the "Debtor") filed today the attached Debtor's Motion For Entry Of An Order Pursuant To 11 U.S.C. §§ 105, 361, 362, 363 And 364 Authorizing The Debtor To Amend The DIP Facilities And The Final DIP Order (the "Motion").

PLEASE TAKE FURTHER NOTICE that a hearing on the Motion will be held on **October 31, 2014 at 10:00 a.m. (Eastern)** before the Honorable Kevin J. Carey, United States Bankruptcy Judge for the District of Delaware, in the United States Bankruptcy Court for the District of Delaware, 5th Floor, Courtroom 5, 824 North Market Street, Wilmington, Delaware 19801 ("Hearing").

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Motion or the relief requested therein must be made in writing, filed with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), 824 Market Street, Wilmington, Delaware

[1] 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.

19801, and served so as to be received by the following parties no later than **October 24, 2014 at 4:00 p.m. (Eastern)**:

(i) the Debtor, Exide Technologies, 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004, Attn: Phillip A. Damaska (fax: 678-566-9188);

(ii) counsel to the Debtor, Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, New York 10036, Attn: Kenneth S. Ziman, Esq. (ken.ziman@skadden.com) and J. Eric Ivester, Esq. (eric.ivester@skadden.com) and One Rodney Square, P.O. Box 636, Wilmington, Delaware 19899-0636, Attn: Anthony W. Clark, Esq. (anthony.clark@skadden.com) and 155 N. Wacker Drive, Chicago, Illinois 60606-1720, Attn: James J. Mazza, Jr. (james.mazza@skadden.com);

(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. (damian.schaible@davispolk.com) and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins, Esq. (collins@rlf.com);

(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. (kurzweild@gtlaw.com) and 1007 N. Orange St., Suite 1200, Wilmington, Delaware 19801, Attn: Dennis A. Meloro, Esq. (melorod@gtlaw.com);

(v) the indenture trustee for the Debtor's secured bond issuances, Wells Fargo Bank, N.A., 150 East 42nd Street, 40th Floor, New York, New York 10017, Attn: James R. Lewis and Foley & Lardner LLP, 321 North Clark Street, Suite 2800, Chicago, Illinois 60654, Attn: Mark F. Hebbeln, Esq. (mhebbeln@foley.com);

(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 (cindy.woodward@usbank.com) and Arent Fox LLP, 1675 Broadway, New York, New York 10019, Attn: Andrew Silfen, Esq. (andrew.silfen@arentfox.com);

(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. (aeaton@paulweiss.com) and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Pauline K. Morgan, Esq. (pmorgan@ycst.com);

(viii) 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 S. Kenney, Esq. (fax 302-573-6497); and

(ix) counsel to the official committee of unsecured creditors, Lowenstein Sandler LLP, 65 Livingston Avenue, Roseland, New Jersey 07068, Attn: Kenneth A. Rosen, Esq. (krosen@lowenstein.com) and Sharon L. Levine, Esq. (slevine@lowenstein.com) and 1251 Avenue of the Americas, New York, New York 10020, Attn: Gerald C. Bender, Esq. (gbender@lowenstein.com) and Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, Suite 1600, Wilmington, Delaware 19801, Attn: Robert J. Dehney, Esq. (rdehney@mnat.com).

Only objections made in writing and timely filed and received will be considered by the Bankruptcy Court at the Hearing.

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PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED AND RECEIVED IN ACCORDANCE WITH THE ABOVE PROCEDURES, THE RELIEF REQUESTED IN THE MOTION MAY BE GRANTED WITHOUT FURTHER NOTICE OR HEARING.

Dated: Wilmington, Delaware
October 13, 2014

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

/s/ Kristhy M. Peguero

Anthony W. Clark (I.D. No. 2051)
Kristhy M. Peguero (I.D. No. 4903)
One Rodney Square
P.O. Box 636
Wilmington, Delaware 19899-0636
Telephone: (302) 651-3000
Fax: (302) 651-3001

- and -

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

- and -

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

Counsel for Debtor and Debtor in Possession

EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
EXIDE TECHNOLOGIES,	:	Case No. 13-11482
Debtor.[1]	:	

DECLARATION OF DANIEL ARONSON IN SUPPORT OF DEBTOR'S MOTION FOR ENTRY OF AN ORDER PURSUANT TO 11 U.S.C. §§ 105, 361, 362, 363 AND 364 AUTHORIZING THE DEBTOR TO AMEND THE DIP FACILITIES AND THE DIP ORDER

I, Daniel Aronson, hereby declare, pursuant to 28 U.S.C. § 1746, under penalty of perjury:

1. I am a Managing Director in the Restructuring Group at Lazard Fréres & Company LLC ("Lazard"). I submit this declaration in support of the Debtor's Motion For Entry Of An Order Pursuant To 11 U.S.C. §§ 105, 361, 362, 363 And 364 Authorizing the Debtor To Amend The DIP Facilities And The DIP Order (the "Motion")[2]

2. I have a broad range of experience in financial advisory assignments, including extensive experience with chapter 11 restructurings. Prior to joining Lazard, I was an Associate Director with Peter J. Solomon Company's Restructuring practice in New York. I joined Peter J. Solomon Company in 1999 from Ernst & Young, where I was a Partner in the Restructuring practice in Chicago. Prior to my tenure with Ernst & Young in Chicago, I was

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[2] Capitalized terms used herein and not otherwise defined shall have the same meaning ascribed to them in the Motion.

with Ernst & Young's Restructuring practice in New York. During the course of my career, I have participated in obtaining over 60 debtor in possession loans for my clients.

3. On June 10, 2013, I completed and executed a declaration (the "Original Declaration") in support of the Debtor's motion to obtain post-petition financing (the "Original DIP Motion"). On that same day, the Debtor filed the Original Declaration in connection with the Original DIP Motion.

4. On July 3, 2014, I completed and executed a declaration (the "First DIP Amendment Declaration") in support of the Debtor's motion to obtain additional financing (the "First DIP Amendment Motion"). On that same day, the Debtor filed the First DIP Amendment Declaration in connection with the First DIP Amendment Motion.

5. All facts set forth in this declaration are based on my personal knowledge. If I were called to testify, I would testify competently to the facts set forth herein.

THE DIP AMENDMENT PROCESS

6. During the summer months, certain unanticipated events required the Debtor's and other parties' full attention, delaying plan negotiations and the Debtor's emergence timeline. As a result, during mid-August, Lazard, on behalf of the Debtor, embarked on an extensive process to address the possibility that the Debtor would not secure a plan support agreement by October 14, 2014 and thus would fail to effectuate the extension of the DIP Facilities' maturity to December 31, 2014, pursuant to the prior amendment approved by this Court. Lazard thus spearheaded a three-pronged process on the Debtor's behalf to ensure that the Debtor could complete its restructuring process and avoid the maturing of the DIP Facilities on October 14, 2014, which obviously would severely and negatively impact the Debtor's restructuring efforts. In particular, Lazard, on the Debtor's behalf, engaged with (a) the DIP Agent regarding an extension of the maturity date of the DIP Facilities through a DIP

amendment, (b) the Unofficial Noteholder Committee regarding a potential refinancing of the DIP Facilities, and (c) fifteen potential third-party financing sources for a replacement DIP facility that would similarly provide for an extended maturity date that would afford the Debtor the time to complete its restructuring.

7. As a threshold matter, it is important to note that the DIP Facilities prime the approximate $675 million in prepetition senior secured notes issued by the Debtor. The Unofficial Noteholder Committee, which holds a majority of these notes, consented to the DIP Facilities' priming nature and so the Debtor avoided priming litigation when this Court approved the DIP Facilities at the outset of this case. However, a full refinancing of the DIP Facilities (with the same collateral package) would again require the consent of the holders of the senior secured notes—and thus, the Unofficial Noteholder Committee—to avoid priming litigation. Additionally, to the extent a replacement financing would not fully take-out the DIP Facilities, the DIP Lenders themselves would also have consent rights. Notwithstanding these practical limitations, as part of its three-pronged approach, Lazard widely canvassed the market, including certain institutions identified by the Creditors' Committee, for replacement DIP financing. These efforts, along with Lazard's negotiations with the DIP Agent and the Unofficial Noteholder Committee, are described below.

A. The DIP Amendment

8. Given the practical issues described above, in considering the Debtor's various options, Lazard's primary focus was on obtaining an amendment to the current DIP Facilities as it would be the most cost-effective and least contentious result. Lazard therefore contacted the DIP Agent in mid-August to initiate discussions regarding the terms of an amendment that the DIP Agent would support to obtain 100% DIP Lender consent to a maturity

date extension. After extensive negotiations with the DIP Agent and with certain DIP Lenders on an individual basis, the Debtor was able to secure 100% DIP Lender consent of the DIP amendment package that is the subject of the Motion. Furthermore, Lazard, at the direction of the Debtor, was able to successfully negotiate substantially more favorable terms and conditions than those initially proposed by the DIP Agent in connection with Amendment No. 8.

9. In my opinion, the terms of Amendment No. 8, including its pricing, fees, and milestones, are fair and reasonable, the subject of hard-nosed, arms'-length negotiations, and well within the parameters of the market for the rare sort of DIP amendment that involves a second DIP maturity extension requiring 100% DIP lender consent in a case pending for approximately sixteen months. The DIP amendment provides the Debtor with the best pricing available and, as discussed below, in my view, represents the only executable option for an extension of the DIP maturity date to allow for the Debtor to timely, and in an orderly fashion, complete its restructuring process.

10. The Debtor considered the fees, pricing, and conditions when determining in its sound business judgment that (a) Amendment No. 8 constituted the best terms on which the Debtor could obtain the extension necessary to successfully negotiate a plan of reorganization, and to solicit and confirm such a plan and (b) paying these fees and interest rates in order to obtain the extension and other amendments to the DIP Credit Agreement is in the best interests of the Debtor's estate, creditors, and other parties in interest. Accordingly, in my opinion, the Debtor's decision to enter into Amendment No. 8, including the pricing, fees, and conditions, is an exercise in sound business judgment.

B. Unofficial Noteholder Committee Discussions

11. As an alternative to an amendment to the current DIP Facilities, Lazard engaged with the advisors and members of the Unofficial Noteholder Committee in discussions regarding the prospect that members of the Unofficial Noteholder Committee might refinance the DIP Facilities and thereby provide the 100% consent necessary to extend the maturity date. The Unofficial Noteholder Committee would not financially support such a refinancing, but did support Amendment No. 8 as reflected in its members' consent to it. In addition, the Unofficial Noteholder Committee was not supportive of any of the third-party financing sources discussed below.

C. Potential Third-Party Financing Sources

12. With respect to third-party financing sources, Lazard, in consultation with Exide and its other advisors, as well as with input from the Creditors' Committee, initiated discussions with fifteen potential third-party financing sources with a particular focus on institutions (a) familiar with Exide, (b) that could underwrite the entire DIP ABL Facility balance, and (c) that had previously provided DIP financing facilities of this size, to determine if a potential refinancing option would be available. Although some of the parties contacted were unwilling to sign confidentiality agreements and become restricted, eight parties ultimately entered into confidential discussions with Lazard. These parties included (a) institutions that had previously signed confidentiality agreements in connection with discussions in July regarding an exit-financing facility and who Lazard re-engaged with to discuss a DIP refinancing and (b) new potential financing sources who agreed to sign confidentiality agreements. Ultimately, Exide received proposals from two of these parties. In addition, one party submitted a summary

proposal based on publicly available information, having not entered into a confidentiality agreement.

(i) Proposal 1

13. The first proposal fell short for two primary reason. First, it only provided for a maturity extension until December 31, 2014, which, in the Debtor's view was not sufficient to complete its restructuring. Second, it only provided for a partial refinancing of the DIP ABL Facility (and none of the DIP Term Facility), thus, not alleviating the consent issues described above. Moreover, because it did not contemplate a full refinancing, the Debtor would remain in need of a maturity extension on the remaining balance of the revolver and term facilities, an amendment requiring 100% lender consent. After subsequent negotiations with Lazard and the Debtor to address these deficiencies, this party was not willing to submit a revised proposal.

(ii) Proposal 2

14. Proposal two was similarly deficient. While it did provide for a refinancing of the DIP ABL Facility, it was still insufficient to replace the DIP Term Facility, leaving similar consent and amendment issues. Moreover the Unofficial Noteholder Committee expressed a lack of support for this proposal. Finally, the proposal's pricing was inferior to Amendment No. 8's pricing. Notwithstanding these issues, the Debtor offered to pay this potential lender's diligence and legal expenses up to $100,000 to continue its work to develop a potential backup refinancing option and allow for continued negotiations. The Debtor and its advisors remain in discussions with this lender to maintain maximum optionality going forward.

(iii) Proposal 3

15. Lastly, the Debtor received a high-level proposal submitted by a party based on publicly available information. However, because this party would not become restricted, the negotiations could not progress past the preliminary stage.

16. Accordingly, in my opinion, Amendment No. 8 is the most favorable and executable—indeed the only—option for the Debtor.

Dated: October 13, 2014
Chicago, Illinois

/s/ Daniel Aronson
Daniel Aronson

EXHIBIT B

EXECUTION VERSION

AMENDMENT NO. 8, dated as of October 9, 2014 (this "Amendment"), in respect of the Amended and Restated Superpriority Debtor-in-Possession Credit Agreement dated as of July 12, 2013 (as amended, supplemented or otherwise modified, the "DIP Credit Agreement") by and among Exide Technologies, a Delaware corporation and a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code (the "US Borrower"), Exide Global Holding Netherlands C.V., a limited partnership organized under the laws of the Netherlands (the "Foreign Borrower" and, together with the US Borrower, the "Borrowers"), the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., a national banking association, as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Agent"). Capitalized terms used herein and not otherwise defined herein have the meanings assigned to them in the DIP Credit Agreement.

WHEREAS, the parties hereto desire to amend the DIP Credit Agreement as provided for herein.

NOW THEREFORE, the parties hereto hereby agree as follows:

SECTION 1. *Defined Terms; References*. Unless otherwise specifically defined herein, each term used herein that is defined in the DIP Credit Agreement has the meaning assigned to such term in the DIP Credit Agreement. Each reference to "hereof", "hereunder", "herein" and "hereby" and each other similar reference and each reference to "this Agreement" and each other similar reference contained in the DIP Credit Agreement shall, after the amendments set forth in Section 2 become effective pursuant to Section 10, refer to the DIP Credit Agreement as amended hereby.

SECTION 2. *Amendments to the DIP Credit Agreement.*

Subject to the satisfaction of the applicable conditions precedent set forth in Section 10 below, from and after the Amendment Effective Date (as defined below), the DIP Credit Agreement is hereby amended as follows:

(a) Section 2.4(e)(ii)(B) of the DIP Credit Agreement is hereby amended by amending and restating the initial sentence thereof to read as follows:

> "(B) Within 3 Business Days of the date of receipt by any Loan Party of the Net Cash Proceeds of any voluntary or involuntary sale or disposition made after the Amendment No. 8 Effective Date by any Loan Party or any of the Restricted Subsidiaries of any assets (including Casualty Events but excluding sales or dispositions which qualify as Permitted Dispositions except for clauses (q), (s) and (u) of the definition of Permitted Dispositions), the Borrowers shall prepay the outstanding principal amount of the Obligations, in accordance with Section 2.4(f)(ii), in an amount equal to 100% of such Net Cash Proceeds (including condemnation awards and payments in lieu thereof) received by such Person in connection with such sales or dispositions."

(b) Section 2.10 of the DIP Credit Agreement is hereby amended by:

(i) inserting a new clause (f) to read as follows:

> "(f) On December 31, 2014, to Agent (i) for the ratable account of the Revolver Lenders, a duration fee in an amount equal to 0.50% of the

aggregate amount of the Revolver Commitments as of December 30, 2014 and (ii) for the ratable account of the Term Lenders, a duration fee in an amount equal to 0.50% of the aggregate amount of the Term Advances as of December 30, 2014."; and

(ii) Inserting a new clause (g) to read as follows:

"(g) On the last Business Day of each month from and including October 31, 2014 up to the last Business Day of the month prior to the Payoff Date and on the Payoff Date, to Agent for the ratable account of the Term Lenders, a fee in an amount equal to 0.0833% of the aggregate outstanding principal amount of the Term Advances as of the Business Day immediately preceding such day."

(c) Section 3.2 of the DIP Credit Agreement is hereby amended by (i) deleting the reference to "and" at the end of clause (e), (ii) replacing the period at the end of clause (f) with a reference to "; and" and (iii) adding a new clause (g) thereto to read as follows:

"(g) in the case of any Revolver Advance, Unrestricted Cash shall not exceed $50,000,000 after giving effect to the making of such Revolver Advance and any application of the proceeds of such Revolver Advance within three Business Days of such Revolver Advance."

(d) Section 5.7(b) of the DIP Credit Agreement is hereby amended by deleting both of the provisos thereto.

(e) Section 5.14 of the DIP Credit Agreement is hereby amended by adding the following new sentence immediately after the first sentence therein:

"The Company shall arrange for, on the last Business Day of each month or such other Business Day during the week immediately following such Business Day as the Company may designate upon reasonable prior notice (unless waived by the Agent) a conference call discussing and analyzing the financial condition and results of operations of each of the Loan Parties for the prior month and progress in achieving the Milestones."

(f) Section 6.1 of the DIP Credit Agreement is hereby amended by adding the following proviso at the end thereof:

"provided, that from and after the Amendment No. 8 Effective Date, the Loan Parties will not, and will not permit any of the Restricted Subsidiaries to, incur or become liable with respect to any Indebtedness pursuant to clause (e), (n) or (q) of the definition of Permitted Indebtedness"; provided, further, that any such Indebtedness incurred prior to the Amendment No. 8 Effective Date, pursuant to clause (e), (n) or (q) of the definition of Permitted Indebtedness that remains outstanding as of the Amendment No. 8 Effective Date shall be permitted to remain outstanding; and

(g) Section 7.1 of the DIP Credit Agreement is hereby amended and restated in its entirety to read as follows:

"7.1 **Minimum Liquidity**. The Company shall not permit (a) the aggregate amount of Liquidity to be less than $50,000,000 or (b) the aggregate amount of US Liquidity to be less than $25,000,000, in each case, for any five (5) consecutive Business Days."

(h) Section 7.2 of the DIP Credit Agreement is hereby amended and restated in its entirety to read as follows:

"7.2 **Maximum Capital Expenditures.** The Company shall not, and shall not permit its Restricted Subsidiaries to, make or incur, on a consolidated basis, Capital Expenditures: (a) during the fiscal quarter of the Company ending December 31, 2014, in an amount exceeding $35,000,000, or (b) during any calendar month ending after December 31, 2014, in an amount exceeding $12,500,000."

(i) Section 7.5 of the DIP Credit Agreement is hereby amended and restated in its entirety to read as follows: "[Reserved]".

(j) Section 8.13 of the DIP Credit Agreement is hereby amended by replacing the reference to "the Agent's and the Required Lenders' consent" therein with a reference to "the consent of the Agent, the Required Revolver Lenders and the Required Term Lenders";

(k) Section 8.18 of the DIP Credit Agreement is hereby amended by replacing the reference to "the written consent of the Agent and the Required Lenders" therein with a reference to "the written consent of the Agent, the Required Revolver Lenders and the Required Term Lenders" and by adding the following proviso at the end thereof:

"provided, that consent by Lenders to Amendment No. 8 shall be deemed to constitute consent to entry of an order amending, supplementing or modifying the Final Financing Order as necessary to effectuate Amendment No. 8 and to permit the reimbursement of reasonable and actual fees and expenses provided for under Section 15.7 as additional adequate protection for the Prepetition Senior Secured Noteholders' Unofficial Committee";

(l) Section 8.21 of the DIP Credit Agreement is hereby amended by replacing the reference to "the Required Lenders' consent" with a reference to "the consent of the Required Revolver Lenders and the Required Term Lenders (or, in the case of a transaction that contemplates the termination of all Revolver Commitments and the payment in full in cash of all Revolver Obligations (other than Bank Product Obligations that are not Noticed Bank Product Obligations and other than contingent obligations as to which no claim has been asserted) at or prior to the consummation of such transaction and is otherwise reasonably satisfactory in form and substance to the Agent, the Required Lenders' consent";

(m) Section 8.31 of the DIP Credit Agreement is hereby amended and restated in its entirety to read as follows:

"8.31 **Modification to PSA** If the PSA shall at any time be (i) terminated, unless a replacement PSA is entered into within 14 days after the date of such termination, or (ii) amended, supplemented or otherwise modified in a manner such that the Reorganization

Plan supported thereby ceases to constitute an Acceptable Reorganization Plan, in any such case, without the consent of the Agent."

(n) Section 9.1 of the DIP Credit Agreement is hereby amended by:

(i) replacing the reference to "the Required Lenders and, in the case of clause (b), the Required Revolver Lenders" with a reference to "the Required Lenders (or (i) in the case of clauses (a)(ii) or (b), the Required Revolver Lenders (and no other Lenders) and (ii) in the case of clause (a)(iii), the Required Term Lenders (and no other Lenders)";

(ii) amending and restating clause (a) thereof in its entirety to read as follows:

"(a) declare immediately due and payable, whether evidenced by this Agreement or by any of the other Loan Documents, (i) the Obligations (other than the Bank Product Obligations), (ii) the Revolver Obligations (other than the Bank Product Obligations) or (iii) the Term Obligations, in each case whereupon the same shall become and be immediately due and payable and Borrowers shall be obligated to repay all of such Obligations in full, without presentment, demand, protest, or further notice or other requirements of any kind, all of which are hereby expressly waived by each Borrower; provided that the Revolver Obligations (other than the Bank Product Obligations) shall immediately and automatically become due and payable pursuant to this clause upon the acceleration of the Term Obligations pursuant to subclause (iii) above,"

(iii) adding the following new sentence to the end thereof to read as follows: "The provisions of this Section 9.1 concerning rights and remedies with respect to the Collateral are subject to the provisions of Section 9.3".

(o) The DIP Credit Agreement is hereby amended by adding a new Section 9.3 in the appropriate numerical order to read as follows:

"Section 9.3 **Certain Intercreditor Agreements**. (a) Notwithstanding anything to the contrary herein or in any other Loan Document, but subject to Section 9.3(b), each Term Lender agrees (solely in its capacity as a Term Lender) that, so long as any Revolver Commitments remain in effect or any Revolver Obligations remain outstanding (other than Bank Product Obligations that are not Noticed Bank Product Obligations and other than contingent obligations as to which no claim has been asserted):

(i) it shall not exercise or seek to exercise (or instruct the Agent to exercise or seek to exercise) any rights or remedies (including setoff and credit bidding) with respect to any Collateral, or institute any action or proceeding with respect to such rights or remedies (including any action of foreclosure),

(ii) it shall not contest, protest or object to (including, without limitation, by objecting to any motion or other pleading filed with the Bankruptcy Court in any way related to any such action) any foreclosure proceeding or any action brought with respect to the Collateral by the Agent or any Revolver Lender, the exercise of any right by the Agent or any Revolver

Lender in respect of the Collateral under any lockbox agreement, control agreement, or similar agreement or arrangement, or any other exercise by any such party of any rights and remedies relating to the Collateral, so long as the order of application of proceeds set forth in Section 2.4(b)(ii) is complied with (to the extent applicable),

(iii) it shall not object to the forbearance by the Agent or the Revolver Lenders from bringing or pursuing any foreclosure proceeding or any action or any other exercise of any rights or remedies relating to the Collateral,

(iv) the Agent (acting at the direction of the Required Revolver Lenders, and no other Lenders) and the Revolver Lenders shall have the exclusive right to enforce rights, exercise remedies (including setoff and the right to credit bid their Revolver Obligations) and make determinations regarding the release of, disposition of or restrictions with respect to the Collateral without any consultation with or the consent of any Term Lender or any representative of any Term Lender,

(v) in exercising rights and remedies with respect to the Collateral, the Agent (acting at the direction of the Required Revolver Lenders, and no other Lenders) and the Revolver Lenders may enforce the provisions of the Loan Documents and exercise remedies thereunder, all in such order and in such manner as they may determine in the exercise of their sole discretion, so long as the order of application of proceeds set forth in Section 2.4(b)(ii) is complied with (to the extent applicable),

(vi) it will not take or receive any Collateral or any proceeds of Collateral in connection with the exercise of any right or remedy (including setoff and credit bidding) with respect to any Collateral, other than in accordance with Section 2.4(b)(ii), and

(vii) it will not take any action (including, without limitation, objecting to any motion or other pleading filed with the Bankruptcy Court in any way related to any such action) that would hinder any exercise of remedies undertaken by the Agent (acting at the direction of the Required Revolver Lenders, and no other Lenders) or any Revolver Lender with respect to the Collateral, including any disposition of the Collateral, whether by foreclosure or otherwise, so long as the order of application of proceeds set forth in Section 2.4(b)(ii) is complied with (to the extent applicable),

(viii) that it waives any and all rights it may have to object to the manner in which the Agent (acting at the direction of the Required Revolver Lenders, and no other Lenders) or any Revolver Lender seeks to enforce or collect the Revolver Obligations or the Liens on the Collateral, regardless of whether any action or failure to act by the Agent (acting (or failing to act) at the direction of the Required Revolver Lenders, and no other Lenders) or any Revolver Lender is adverse to the interests of the Term Lenders, so long as the

order of application of proceeds set forth in Section 2.4(b)(ii) is complied with (to the extent applicable) and

(ix) that any Collateral or proceeds thereof received by it in connection with the exercise of any right or remedy (including setoff and credit bidding) other than in accordance with Section 2.4(b)(ii) or otherwise in contravention of the foregoing shall be segregated and held in trust for the benefit of the Agent and the Revolver Lenders and forthwith paid over to the Agent for its benefit and for the benefit of the Revolver Lenders in the same form as received, with any necessary endorsements, or otherwise in accordance with Section 2.4(b)(ii), or as a court of competent jurisdiction may otherwise direct (and the Agent is hereby authorized to make any such endorsements as its agent, which authorization is coupled with an interest and is irrevocable).

(b) Notwithstanding anything to the contrary in this Agreement or in any other Loan Document, the Agent and each of the Lenders agree that none of the provisions contained in Section 9.3(a) shall limit the ability of the Agent, based upon the instruction of the Required Term Lenders, (or the ability of any Lender to so instruct the Agent) to credit bid any or all of the Term Obligations in a transaction that contemplates the termination of all Revolver Commitments and the payment in full in cash of all Revolver Obligations (other than Bank Product Obligations that are not Noticed Bank Product Obligations and other than contingent obligations as to which no claim has been asserted) at or prior to the consummation of such transaction."

(p) Section 14.1(a)(iii) of the DIP Credit Agreement is hereby amended by replacing the reference to "the Required Lenders" in the parenthesis thereof with a reference to "(i) with respect to Revolver Obligations, the Required Revolver Lenders, and (ii) with respect to Term Obligations, the Required Term Lenders".

(q) Section 14.1(d)(iv) of the DIP Credit Agreement is hereby amended by (i) adding a reference to "or to Section 6.4 (other than with respect to any transaction that contemplates the termination of all Revolver Commitments and the payment in full in cash of all Revolver Obligations (other than Bank Product Obligations that are not Noticed Bank Product Obligations and other than contingent obligations as to which no claim has been asserted) at or prior to the consummation of such transaction and is otherwise reasonably satisfactory in form and substance to the Agent)" immediately preceding the reference to "shall become effective" and (ii) adding a reference to ", to the last sentence of Section 9.1, to Section 9.3" immediately following the reference to "Section 2.15(d)".

(r) Section 15.7 of the DIP Credit Agreement is hereby amended by amending and restating the initial sentence thereof to read as follows:

"The Required Term Lenders may, at the Company's expense, retain (i) the Required Term Lenders' Advisors to represent them in connection with the Loan Documents and (ii) professionals to represent them in connection with environmental matters (including legal, strategic or technical) related to the Company and its Restricted Subsidiaries (all reasonable, actual and documented costs, fees and expenses of the Required Term Lenders' Advisors, one Delaware law firm retained by the Required Term

Lenders and any such environmental professionals, collectively, the "Required Term Lenders' Advisors' Expenses")."

(s) Section 15.9 of the DIP Credit Agreement is hereby amended by:

(i) replacing each reference to "the Required Lenders" in the penultimate sentence thereof with a reference to "the Required Revolver Lenders and the Required Term Lenders (collectively)"; and

(ii) amending and restating the last sentence thereof in its entirety to read as follows:

"If at any time the Person acting as "Agent" in respect of the Term Facility is not the Person acting as "Agent" in respect of the Revolver Facility and the Letters of Credit, the term "Agent" as used herein shall (i) in the case of Section 9.3 hereof, be deemed a reference to the Person acting as "Agent" in respect of the Revolver Facility and (ii) in the case of all other provisions hereof, be deemed a collective reference to each such Person, the applicable provisions of this Agreement and the other Loan Documents shall be construed accordingly, *mutatis mutandis*, and such Persons shall cooperate in the administration of this Agreement and the other Loan Documents to the extent necessary or appropriate."

(t) Section 15.11(a) of the DIP Credit Agreement is hereby amended by inserting the following immediately following the last sentence of that Section:

"Notwithstanding anything to the contrary in this Agreement or in any other Loan Document but subject to Section 9.3, (i) the Agent may (and each Term Lender hereby authorizes the Agent to), based upon the instruction of the Required Term Lenders, credit bid any or all Term Obligations and purchase all or any portion of the Collateral at any sale thereof conducted under any applicable law, including the Bankruptcy Code, the Code or the PPSA, or at any sale or foreclosure conducted by Agent (whether by judicial action or otherwise) in accordance with applicable Law and (ii) any credit bidding of the Revolver Obligations shall require the consent of the Required Revolver Lenders."

(u) Schedule 1.1 to the DIP Credit Agreement is hereby amended by:

(i) amending and restating the definition of Acceptable Reorganization Plan in its entirety to read as follows:

""Acceptable Reorganization Plan" means a Reorganization Plan that (a)(i) provides for the termination of the Commitments and the payment in full in cash of the Revolver Obligations under the Loan Documents (other than contingent indemnification obligations not yet due and payable) on the effective date of such Reorganization Plan and (ii) provides for the payment in full in cash of the Term Obligations under the Loan Documents (other than contingent indemnification obligations not yet due and payable) on the effective date of such Reorganization Plan, or such other treatment of the Term Obligations as the

holders of such Term Obligations shall consent to under the terms of such Reorganization Plan, (b) contains release and indemnification provisions relating to the Agent and the Lenders that are reasonably acceptable to the Agent, (c) does not contain any provisions that are materially inconsistent with the payment, release and indemnification provisions described in clauses (a), (b) and (c) contemplates effectiveness of such Reorganization Plan no later than March 31, 2015."

(ii) inserting the following new definitions in the appropriate alphabetical order:

""Amendment No. 8" means that certain Amendment No. 8 to this Agreement, dated as of October 9, 2014 by and among the Borrowers, the Agent and the Lenders.

"Amendment No. 8 Effective Date" means the "Amendment Effective Date" (as defined in Amendment No. 8).

"PSA" means the customary plan support agreement referred to in Section 9(c)(iv) of Amendment No. 6, as the same may be modified or replaced from time to time to the extent not constituting an Event of Default under Section 8.31."

(iii) amending and restating the table contained in the definition of "Applicable Margin" in its entirety to read as follows:

Date of Determination	LIBOR Rate Loans/ Overnight LIBO Rate Loans	Base Rate Loans	Unused Fees
On or prior to December 31, 2014	4.00%	3.00%	1.00%
After December 31, 2014	4.50%	3.50%	1.50%

(iv) inserting the following new definition in the appropriate alphabetical order:

""Margin Increase Approval Order" means an order of the Bankruptcy Court authorizing the amendments set forth in clauses 2(c) and 2(q)(iii) of Amendment No. 8, which order shall have been entered on such prior notice to such parties as may be satisfactory to the Agent in its sole discretion and be reasonably satisfactory in form and substance to Agent."

(v) amending and restating the definition of "Maturity Date" in its entirety to read as follows:

""Maturity Date" means the earliest to occur of (a) March 31, 2015, (b) if the Margin Increase Approval Order has not been entered on or prior to November 3, 2014,

November 4, 2014, (c) if the Margin Increase Approval Order has been stayed or amended or modified except as otherwise agreed to in writing by the Agent in its sole discretion, the effective date of such stay, amendment or modification, (d) the acceleration of the Advances and the termination of the Commitments pursuant to Section 9.1 and (e) the substantial consummation (as defined in Section 1101(2) of the Bankruptcy Code, which for purposes hereof shall be no later than the effective date thereof) of a Reorganization Plan that is confirmed pursuant to an order entered by the Bankruptcy Court."

(vi) amending and restating clause (t) of the definition of "Permitted Disposition" in its entirety to read "the sale or disposition of approximately 50 tons of Texas Commission on Environmental Quality Dallas-Fort Worth nitrogen oxide emission reduction credits, which sale or disposition shall be made at fair market value pursuant to bidding procedures approved by the Bankruptcy Court";

(vii) the definition of "Permitted Indebtedness" is hereby amended as follows:

(A) amending and restating clause (p) thereof in its entirety to read: "Indebtedness identified on (i) Schedule P-4 and any Refinancing Indebtedness in respect of such Indebtedness and (ii) Schedule P-5;"

(B) replacing the reference to "€5,000,000 at any time, inclusive of amounts outstanding on the Closing Date; and" in clause (r) thereof with a reference to "€2,000,000 at any time;";

(C) replacing the reference to "€4,000,000 at any time, inclusive of amounts outstanding on the Closing Date" in clause (s) thereof with a reference to "€2,000,000 at any time";

(D) replacing the reference to "€50,000,000 at any time, inclusive of amounts outstanding on the Closing Date." in clause (t) thereof with a reference to "€10,000,000 at any time; and";

(E) adding a new clause (u) thereto to read: "(u) Indebtedness of Foreign Subsidiaries incurred on or after the Amendment No. 8 Effective Date in an aggregate principal amount not to exceed €5,000,000 at any time outstanding."

(viii) inserting the following new definition in the appropriate alphabetical order:

""US Liquidity" means, at any time, the sum of (x) Unrestricted Cash held in accounts of the US Borrower *plus* (y) Excess Availability, in each case at such time.

(v) Exhibit W-2 of the DIP Credit Agreement is hereby amended and restated in its entirety to read as follows:

"By no later than November 17, 2014, either (i) the PSA shall have been executed by the parties thereto or (ii)(x) the Board of Directors of the Company shall

have approved a sale process in form and substance reasonably satisfactory to the Agent in its sole discretion (after reasonable consultation with the Required Lenders' Advisors) and (y) informational packages and solicitations for bids that are in form and substance reasonably acceptable to the Agent (after reasonable consultation with the Required Term Lenders' Advisors) shall have been distributed to potential bidders;

If the condition set forth in clause (i) of the first paragraph of this Exhibit W-2 is satisfied, then

(i) by no later than January 15, 2015, the Company shall have obtained the Bankruptcy Court's approval of a disclosure statement for an Acceptable Reorganization Plan and solicitation procedures contemplating completion of a confirmation hearing with respect to an Acceptable Reorganization Plan no later than March 10, 2015, which disclosure statement and solicitation procedures must otherwise be in form and substance reasonably acceptable to the Agent, and the Bankruptcy Court's approval of such disclosure statement and solicitation procedures shall not have been amended, modified or supplemented (or any portions thereof reversed, stayed or vacated) other than as agreed in writing by the Agent;

(ii) by no later than March 10, 2015, the Company shall obtain entry of an order of the Bankruptcy Court confirming an Acceptable Reorganization Plan, which order shall be in form and substance acceptable to the Agent in its sole discretion and shall not have been amended, modified or supplemented (or any portions thereof reversed, stayed or vacated) other than as agreed in writing by the Agent; and

(iii) by no later than March 31, 2015, the effective date of an Acceptable Reorganization Plan shall have occurred, and the order confirming the Acceptable Reorganization Plan shall not have been amended, modified or supplemented (or any portions thereof reversed, stayed or vacated) other than as agreed in writing by the Agent.

If the condition set forth in clause (ii) of the first paragraph of this Exhibit W-2 is satisfied, then

(i) by no later than December 23, 2014, the Company shall have received a fully executed stalking horse bid to purchase all or a portion of the assets of the Company and/or its Subsidiaries, reasonably satisfactory in form and substance to the Agent (after reasonable consultation with the Required Term Lenders' Advisors) and subject only to approval by the Bankruptcy Court, the cash proceeds of which would be sufficient to satisfy all Revolver Obligations in cash in full upon the consummation of such transaction, and such bid shall not at any time be withdrawn or terminated;

(ii) by no later than January 15, 2015, the Bankruptcy Court shall have approved bidding procedures and the stalking horse bidder, in form and substance reasonably acceptable to the Agent (after reasonable consultation with

the Required Term Lenders' Advisors), and (A) such bid shall not at any time be withdrawn or terminated other than through replacement of such bid with another binding bid that also satisfies the requirements set forth in the foregoing clause (i) of this sentence and (B) such approval shall be in full force and effect, and shall not have been (x) vacated, reversed, or stayed, or (y) amended or modified except as otherwise agreed to in writing by Agent in its sole discretion (after reasonable consultation with the Required Term Lenders' Advisors);

(iii) by no later than March 10, 2015, the Bankruptcy Court shall have approved a sale of all or a portion of the assets of the Company and/or its Subsidiaries, reasonably satisfactory in form and substance to the Agent (after reasonable consultation with the Required Term Lenders' Advisors), the cash proceeds of which would be sufficient to satisfy all Revolver Obligations in cash in full upon the consummation of such transaction, such approval to be in form and substance acceptable to the Agent in its sole discretion (after reasonable consultation with the Required Term Lenders' Advisors), and such approval shall be in full force and effect, and shall not have been (A) vacated, reversed, or stayed, or (B) amended or modified except as otherwise agreed to in writing by Agent in its sole discretion (after reasonable consultation with the Required Term Lenders' Advisors); and

(iv) by no later than March 31, 2015, the sale referred to in the foregoing clause (iii) of this sentence shall have been consummated."

SECTION 3 *Commitment Reductions*. In accordance with Sections 2.4(c)(i) and (c)(ii) of the DIP Credit Agreement, as applicable, the Borrower hereby gives notice to the Agent that, effective as of the Amendment Effective Date, (a) the Multicurrency Revolver Commitments shall be reduced to $102,222,222.22 (such reduction to be applied to reduce the Multicurrency Revolver Commitments of each Multicurrency Revolver Lender in accordance with its Pro Rata Share of the Multicurrency Revolver Commitments) and (b) the Dollar Revolver Commitments shall be reduced to $97,777,777.78 (such reduction to be applied to reduce the Dollar Revolver Commitments of each Dollar Revolver Lender in accordance with its Pro Rata Share of the Dollar Revolver Commitments).

SECTION 4 *FATCA Matters*. For purposes of determining withholding Taxes imposed under FATCA, from and after the Amendment Effective Date, the Borrowers and the Agent shall treat (and the Lenders hereby authorize the Agent to treat) the DIP Credit Agreement as not qualifying as a "grandfathered obligation" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

SECTION 5 *Representations and Warranties; No Default*. The Borrowers represent and warrant that (a) the representations and warranties of the Loan Parties set forth in the Credit Agreement and in the other Loan Documents are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the Amendment Effective Date, as though made on and as of such date (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties are true and correct in all material respects (or true and correct, as the case may be) as of such earlier date) and (b) no Default or Event of Default has occurred and is continuing on the Amendment Effective Date.

SECTION 6. *Governing Law.* THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AND (TO THE EXTENT APPLICABLE) THE BANKRUPTCY CODE.

SECTION 7. *Counterparts.* This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic imaging means of an executed counterpart of a signature page to this Amendment shall be effective as delivery of an original executed counterpart of this Amendment. Delivery to Agent by any Lender of an executed counterpart of a signature page to this Amendment shall constitute such Lender's irrevocable consent to each of the amendments set forth in this Amendment, which irrevocable consent shall be binding (a) on such Lender's successors and assigns in accordance with the terms hereof, notwithstanding the occurrence of any assignment of or succession in interest to such Lender's Advances and/or Commitments prior to the occurrence of the Amendment Effective Date and (b) with respect to any Term Advances and/or Revolver Commitments held by such Lender on the date such Lender delivers its executed counterpart of a signature page to this Amendment or thereafter acquired by such Lender.

SECTION 8. *Headings.* Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Amendment.

SECTION 9. *Amendment Fees*. Subject to the occurrence of the Amendment Effective Date, the Borrowers agree to pay, or cause to be paid to the Agent (a) for the account of each Revolver Lender that consents to this Amendment on or prior to 5:00 p.m. (New York City time) on October 9, 2014, fees (any such fees, the "Revolver Amendment Fees") in an amount equal to 0.75% of such Revolver Lender's Revolver Commitment as of the Amendment Effective Date after giving effect to Section 3 above and (b) for the account of each Term Lender that consents to this Amendment on or prior to 5:00 p.m. (New York City time) on October 9, 2014, fees (any such fees, the "Term Amendment Fees" and, together with the Revolver Amendment Fees, the "Amendment Fees") in an amount equal to 0.75% of the aggregate outstanding principal amount of such Term Lender's Term Advances (including, for the avoidance of doubt, all Additional Term Advances) as of the Amendment Effective Date.

SECTION 10 *Effectiveness.*

(a) This Amendment (other than the amendments set forth in Sections 2(b), 2(n), 2(o), 2(q)(ii) and 2(u)(iii)) shall become effective when (i) the Agent shall have received from each Borrower and each Lender a counterpart hereof signed by such party or facsimile or other written confirmation (in form satisfactory to the Agent) that such party has signed a counterpart hereof, (ii) the Borrowers shall have paid, or caused to be paid, all fees and expenses required to be paid by them pursuant to the Loan Documents and that certain Engagement Letter, dated as of September 24, 2014, between J.P. Morgan Securities LLC and the US Borrower, (iii) the Borrowers shall have paid to the Agent, for the account of the applicable Lenders, all Amendment Fees payable pursuant to Section 9, it being understood that (x) once paid, any amounts payable hereunder or any part thereof payable hereunder shall not be refundable under any circumstances and (y) all amounts payable hereunder shall be paid in immediately available funds and shall not be subject to reduction by way of setoff or counterclaim, (iv) the Agent and the Required Term Lenders' Advisors shall have received a newly conducted field exam and an asset appraisal relating to the assets of the Loan Parties included in the Borrowing Base, each of which shall be in form and substance reasonably satisfactory to Agent and be from firms acceptable to Agent or engaged directly by Agent and (v) the Borrowers shall have paid to the Agent, for the account of the applicable Lenders, all accrued and unpaid

Letter of Credit fees and commitment fees pursuant to Sections 2.6(b) and 2.10(b) of the DIP Credit Agreement (the date on which such conditions shall be first satisfied, the "Amendment Effective Date").

(b) The amendments set forth in Sections 2(b) and 2(u)(iii) shall become effective, retroactive to the Amendment Effective Date, when (i) the Amendment Effective Date shall have occurred and (ii) the Margin Increase Approval Order shall have been entered by the Bankruptcy Court.

(c) So long as the Amendment Effective Date shall have occurred, the amendments set forth in Sections 2(n), 2(o) and 2(q)(ii) shall become effective upon the occurrence of the first to occur of (i) November 17, 2014, if a PSA has not been executed on or prior to such date, (ii) the occurrence of an Event of Default pursuant to Section 8.1, 8.2(a)(i)(solely as a result of (x) a failure to deliver any document pursuant to clauses (a) through (f) of Schedule 5.2, (y) a failure to comply with Section 5.3 or (z) a failure to comply with Section 5.25(a)), 8.2(a)(ii), 8.2(a)(iii), 8.16 or 8.31 of the DIP Credit Agreement and (iii) the occurrence, and continuance for a period of at least five days, of any Event of Default pursuant to Section 8.2(a)(i) not set forth in clause (ii) of this Section 10(c).

[Remainder of page intentionally blank]

JPMORGAN CHASE BANK, N.A., as Agent

By: _____
Name:
Title:

EXIDE TECHNOLOGIES
a Delaware corporation, as US Borrower

By: _____
Name:
Title:

EXIDE GLOBAL HOLDING NETHERLANDS C.V.
a limited partnership organized and existing under the laws of the Netherlands, represented by Exide Technologies, its general partner, as Foreign Borrower

By: _____
Name:
Title:

[LENDERS]
By: _____
Name:
Title:

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
EXIDE TECHNOLOGIES,	:	Case No. 13-11482 (KJC)
Debtor.[1]	:	**Related Docket Nos. 17, 79, 427, 1300, 1719, 1978, 2073, _____**

ORDER PURSUANT TO 11 U.S.C. §§ 105, 361, 362, 363 AND 364 AUTHORIZING THE DEBTOR TO AMEND THE DIP FACILITIES AND THE FINAL DIP ORDER

Upon the motion (the "Motion")[2] of Exide Technologies (the "Debtor"), in the above-captioned case (the "Case") pursuant to sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), and 364(e) of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), Rules 2002 and 4001 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 4001-2 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the "Local Bankruptcy Rules"), seeking a second supplemental order (this "Second Supplemental DIP Order") authorizing certain amendments to (1) the DIP Credit Agreement and (2) the Final DIP Order; and notice of the Motion, the relief requested therein, and the hearing on the Motion (the "Hearing") having been adequate and appropriate under the particular circumstances; and the

[1] 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.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Court's Order Authorizing the Debtor to Amend the DIP Facilities to Obtain Additional Financing [Docket No. 2073] (the "First Supplemental DIP Order") and 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 Noteholders Pursuant to 11 U.S.C. §§ 361, 362, 363 and 364 [Docket No. 427] (the "Final DIP Order"), as applicable.

Court having considered all objections, if any, to the Motion; and upon the record made by the Debtor in the Motion, the Aronson Declaration, at the Hearing, and at the hearing on the Final DIP Order and on the First Supplemental DIP Order, and after due deliberation and consideration and sufficient cause appearing therefor;

IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED, that:

1. The Motion is granted as set forth herein. Any objections to the Motion with respect to the entry of this Second Supplemental DIP Order that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby denied and overruled.

2. This Court has core jurisdiction over the Case, the Motion, and the parties and properties affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. Under the circumstances, the notice given by the Debtor of the Motion and the Hearing constitutes due and sufficient notice of the Motion and the Hearing, and adequate under the circumstances and complies with the Bankruptcy Code, the Bankruptcy Rules, and any other applicable law, and no further notice related to this proceeding is necessary or required.

4. Amendment No. 8 (as defined in the Motion) to the DIP Credit Agreement is hereby approved. The Debtor is authorized to enter into Amendment No. 8. The Debtor and the DIP Lenders are authorized to execute and deliver Amendment No. 8 and any other related documents, as required, and the Debtor may pay the interest rates and fees provided for in Amendment No. 8 and described in the Motion. The obligations under Amendment No. 8 shall constitute valid and binding obligations of the Debtor, and such obligations shall constitute Obligations (as defined in the DIP Credit Agreement) and DIP Obligations for all purposes.

5. Good cause has been shown for entry of this Second Supplemental DIP Order. The relief requested in the Motion is necessary, essential, and appropriate for the continued operation of the Debtor's business, the management, and preservation of the Debtor's assets and personal property. It is in the best interest of the Debtor's estate that the Debtor be allowed to enter into Amendment No. 8.

6. The terms of Amendment No. 8 are fair and reasonable and reflect the Debtor's exercise of prudent business judgment consistent with its fiduciary duties and are supported by reasonably equivalent value and fair consideration. Amendment No. 8 has been negotiated in good faith and at arm's length between the Debtor and the DIP Lenders.

7. All obligations under Amendment No. 8 shall be treated as Superpriority Claims, Obligations (as defined in the DIP Credit Agreement) and DIP Obligations for all purposes hereunder, under the Final DIP Order and the DIP Documents, which, for the avoidance of doubt, shall include Amendment No. 8, and, except for the Carve Out, no claims having an administrative priority superior to or pari passu with such DIP Obligations shall be granted while any portion thereof remains outstanding, without the consent of the Lenders in accordance with the DIP Documents.

8. All liens, security interest, priorities and other rights, remedies, benefits, privileges and protections provided to the DIP Lenders in the DIP Order and the DIP Documents with respect to or relating to the DIP Financing shall apply with equal force and effect to the DIP Lenders with respect to Amendment No. 8 and all obligations in connection therewith or related thereto, and the various claims, liens, super-priority claims and other protections granted pursuant to this Second Supplemental DIP Order will not be affected by any subsequent reversal or modification of this Second Supplemental DIP Order, the First Supplemental DIP Order, the

Final DIP Order, or any other order, as provided in section 364(e) of the Bankruptcy Code, which is applicable to the post-petition financing arrangements contemplated by this Second Supplemental DIP Order. The obligations under Amendment No. 8 will rank pari passu in right of payment and security with the Additional Financing, the Initial Term Advances made on the Closing Date, and the Delayed Draw Term Advances made on the Final Term Funding Date.

9. The adequate protection modifications requested in the Motion are granted. The first sentence of Paragraph 15(d) of the Final DIP Order is hereby amended and restated in its entirety as follows: "The Unofficial Noteholder Committee is and will be represented by (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as counsel ("Paul Weiss"), (ii) Young Conaway Stargatt & Taylor, LLP, as local Delaware counsel, (iii) Houlihan Lokey, as financial advisor, (iv) Slaughter and May, as UK counsel, and (v) professionals to represent them in connection with environmental matters (including legal, strategic or technical) related to the Debtor and its subsidiaries, each selected by the Unofficial Noteholder Committee and subject to the terms of the applicable engagement agreement among such professionals, the Unofficial Noteholder Committee, and the Debtor, and (vi) solely in the case of a conflict of interest with the DIP Agent, one additional counsel in each relevant foreign jurisdiction (collectively, the "Notes Advisors")."

10. The terms of the Final DIP Order and the First Supplemental DIP Order are incorporated herein and made a part of this Second Supplemental DIP Order. Except to the extent modified by this Second Supplemental DIP Order, the Final DIP Order and the First Supplemental DIP Order remain in full force and effect. All factual and other findings and conclusions of law contained in the Final DIP Order and the First Supplemental DIP Order shall remain fully applicable, except to the extent specifically modified herein. In the event of any

inconsistency among the provisions of this Second Supplemental DIP Order, the Final DIP Order, the First Supplemental DIP Order, and Amendment No. 8, the provisions of the Final DIP Order shall govern, except as expressly modified by the First Supplemental DIP Order and this Second Supplemental DIP Order.

11. The provisions of this Second Supplemental DIP Order shall be binding upon and inure to the benefit of the DIP Lenders, the Debtor and their respective successors and assigns (including any trustee or other fiduciary hereinafter appointed as a legal representative of the Debtor or with respect to the property of the estate of the Debtor).

12. This Second Supplemental DIP Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062 or 9024 or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Second Supplemental DIP Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Second Supplemental DIP Order.

Dated: Wilmington, Delaware
_____, 2014

Honorable Kevin J. Carey
UNITED STATES BANKRUPTCY JUDGE