

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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 In re: : Chapter 11
 :
 EXIDE TECHNOLOGIES, : Case No. 13-11482 (KJC)
 :
 Debtor.¹ :
 : **Related Docket No. 149, 263**
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CERTIFICATE OF NO OBJECTION TO APPLICATION OF THE DEBTOR PURSUANT TO BANKRUPTCY CODE SECTIONS 327(a) AND 328(a), BANKRUPTCY RULE 2014(a), AND LOCAL BANKRUPTCY RULES 2014-1 AND 2016-2 AUTHORIZING THE EMPLOYMENT AND RETENTION OF SITRICK AND COMPANY AS CORPORATE COMMUNICATIONS AND PUBLIC RELATIONS CONSULTANTS TO THE DEBTOR *NUNC PRO TUNC* TO THE PETITION DATE

The undersigned hereby certifies that she is aware of no formal or informal objection or response to the Application Of The Debtor Pursuant To Bankruptcy Code Sections 327(a) And 328(a), Bankruptcy Rule 2014(a), And Local Bankruptcy Rules 2014-1 And 2016-2 Authorizing The Employment And Retention Of Sitrick And Company As Corporate Communications And Public Relations Consultants To The Debtor *Nunc Pro Tunc* To The Petition Date (Docket No. 149) (the “Application”), filed by proposed counsel to the above-captioned debtor and debtor in possession (the “Debtor”) on June 19, 2013. She has reviewed the Court’s docket and no objection to the Application appears thereon.

The notice of the Application established July 3, 2013 at 4:00 p.m. (Eastern) as the deadline (the “Objection Deadline”) for receipt of objections to the Application, and no extension of the Objection Deadline was granted.

¹ The last four digits of Debtor’s taxpayer identification number are 2730. The Debtor’s corporate headquarters are located at 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004.

Accordingly, it is respectfully requested that the Court enter the proposed form of order filed with the Application, a copy of which order (modified only to reflect the related docket numbers) is attached hereto as Exhibit A.

Dated: Wilmington, Delaware
July 9, 2013

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 60606-1720
Telephone: (312) 407-0700
Fax: (312) 407-0411

Proposed Counsel for Debtor and Debtor in Possession

EXHIBIT A

PROPOSED ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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	:
In re:	: Chapter 11
	:
EXIDE TECHNOLOGIES,	: Case No. 13-11482 (KJC)
	:
Debtor ¹	: Related Docket Nos. 149, 263
	:
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ORDER GRANTING APPLICATION OF THE DEBTOR PURSUANT TO BANKRUPTCY CODE SECTIONS 327(a) AND 328(a), BANKRUPTCY RULE 2014(a), AND LOCAL BANKRUPTCY RULES 2014-1 AND 2016-1 AUTHORIZING THE EMPLOYMENT AND RETENTION OF SITRICK AND COMPANY AS CORPORATE COMMUNICATIONS AND PUBLIC RELATIONS CONSULTANTS TO THE DEBTOR NUNC PRO TUNC TO THE PETITION DATE

Upon the application (the “Application”)² of the above-captioned debtor and debtor in possession (“Exide” or the “Debtor”), for an order pursuant to 11 U.S.C. §§ 327(a) and 328(a), and Rule 2014(a) of the Federal Rules of Bankruptcy Procedure, and Rules 2014-1 and 2016-2(h) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, (a) authorizing the employment and retention of Sitrick and Company (“Sitrick”) as corporate communications consultants in the chapter 11 case effective as of the date of the filing of the bankruptcy case; and upon the Declaration of Brenda Adrian in support of the Application (the “Adrian Declaration”); and this Court having reviewed the Application and the Adrian Declaration, and determined that the relief requested in the Application is in the best interests of the Debtor, its estate, its creditors, and other parties in

¹ The last four digits of the Debtor’s taxpayer identification number are 2730. The Debtor’s corporate headquarters are 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004.

² Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Application.

interest; and it appearing that notice of the Application was good and sufficient under the particular circumstances and that no other or further notice need be given; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefore, it is hereby

ORDERED, ADJUDGED, AND DECREED that:

1. The Application is GRANTED as provided herein, *nunc pro tunc* to the Petition Date.
2. Pursuant to section 327(a) and 328(a) of the Bankruptcy Code, the Debtor is authorized to employ and retain Sitrick as its corporate communications consultant effective as of the Petition Date, pursuant to the terms and conditions of the Engagement Agreement, and to pay fees to Sitrick on the terms and at the times specified in the Engagement Agreement.
3. Sitrick shall be compensated in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code and such Federal Rules of Bankruptcy Procedure and Local Bankruptcy Rules for the United States Bankruptcy Court for the District of Delaware as may then be applicable, from time to time, and such procedures as may be fixed by order of this Court.
4. Except as otherwise expressly provided herein, all terms of the Engagement Agreement, including those relating to contractual limitation of liability, including, but not limited to, indemnification of Sitrick, are hereby approved; provided, however, that, notwithstanding anything herein to the contrary, the Debtor is hereby authorized to indemnify Sitrick *nunc pro tunc* to the Petition Date.

5. The Debtor shall indemnify and hold harmless Sitrick and the other Indemnified Parties, pursuant to the Engagement Agreement, subject, during the pendency of the Chapter 11 Case, to the following:

- a. Sitrick shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services, unless such services and the indemnification, contribution or reimbursement therefor are approved by this Court;
- b. The Debtor shall have no obligation to indemnify Sitrick, or provide contribution or reimbursement to Sitrick, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Sitrick's gross negligence, fraud, willful misconduct, breach of fiduciary duty, if any, bad faith, or self-dealing; (ii) for a contractual dispute in which the Debtor allege the breach of Sitrick's contractual obligations, unless this Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to In re United Artists Theatre Co., 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing, to be a claim or expense for which Sitrick should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order; and
- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the case (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing the Chapter 11 Case, Sitrick believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution, and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including, without limitation, the advancement of defense costs, Sitrick must file an application therefor in this Court, and the Debtor may not pay any such amounts to Sitrick before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by Sitrick for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify Sitrick. All parties in interest shall retain the right to object to any demand by Sitrick for indemnification, contribution, or reimbursement.

6. Sitrick shall be compensated in accordance with the procedures set forth in Bankruptcy Code sections 330 and 331 and such Bankruptcy Rules as may then be applicable, and such procedures as may be fixed by order of this Court.

7. The Debtor and Sitrick are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

8. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, 9014 or otherwise, this Order shall be immediately effective and enforceable upon its entry.

9. The relief granted herein shall be binding upon any chapter 11 trustee appointed in the Chapter 11 Case, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of the Chapter 11 Case to a case under chapter 7.

10. To the extent that the Order is inconsistent with the Engagement Agreement, the terms of this Order shall govern.

11. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

Dated: Wilmington, Delaware
_____, 2013

The Honorable Kevin J. Carey
UNITED STATES BANKRUPTCY JUDGE