

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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 In re: : Chapter 11
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 EXIDE TECHNOLOGIES, : Case No. 13-11482 (KJC)
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 Debtor.¹ :
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 : Related Docket Nos. 2893
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ORDER AUTHORIZING AND APPROVING THE DEBTOR’S: (I) ENTRY INTO A PLAN SUPPORT AGREEMENT AND (II) (A) ENTRY INTO A BACKSTOP COMMITMENT AGREEMENT, (B) PAYMENT OF RELATED FEES AND EXPENSES, AND (C) INCURRENCE OF CERTAIN INDEMNIFICATION OBLIGATIONS

Upon the motion (the “Motion”)² of Exide Technologies (the “Debtor”), in the above-captioned case (the “Case”) pursuant to sections 105(a) and 363(b) of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”) seeking entry of an order (the “Order”) authorizing the Debtor to (i) enter into the Plan Support Agreement, and (ii) (a) enter into the Backstop Commitment Agreement, (b) pay certain fees and expenses in connection therewith, and (c) incur certain indemnification obligations in connection therewith; 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 Court having considered all objections, if any, to the Motion; and upon the record made by the Debtor in the Motion and at the Hearing, and after due deliberation and consideration and sufficient cause appearing therefor;

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 Motion.

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 Any objections to the Motion with respect to the entry of this Order that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby denied and overruled.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 and any other applicable law, and no further notice related to this proceeding is necessary or required.
4. The Debtor is authorized to enter into the Plan Support Agreement, as amended from time to time in accordance with the terms therewith, the terms of which are hereby approved, and are further authorized to enter into amendments to the Plan Support Agreement in accordance with the terms of the Plan Support Agreement. The Plan Support Agreement will be binding and enforceable against the Debtor and the Consenting Creditors in accordance with its terms. The Plan Support Agreement was negotiated at arm's length, in good faith, does not constitute a solicitation of an acceptance or rejection of a plan, and does not violate section 1125 of the *Bankruptcy Code*.
5. The Debtor is authorized to execute, deliver, and implement the Backstop Commitment Agreement, as amended from time to time in accordance with the terms therewith, the terms of which are hereby approved, and to take all actions necessary to perform its

obligations thereunder. The Backstop Commitment Agreement will be binding and enforceable against the Debtor and the Backstop Parties in accordance with its terms.

6. The Debtor is authorized to pay the Backstop Parties in full in accordance with, and subject to, the terms of the Backstop Commitment Agreement, including the Backstop Commitment Fees, the Expense Reimbursements, and the Indemnification Obligations.

7. The fees and expenses required to be paid by the Debtor pursuant to the Backstop Commitment Agreement (including the Backstop Commitment Fee, the Expense Reimbursements, and the Indemnification Obligations) shall not be subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether contractual, equitable, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, or any other challenges under any applicable law or regulation by any person or entity.

8. The fees and expenses required to be paid by the Debtor pursuant to the Backstop Commitment Agreement (including the Backstop Commitment Fee, the Expense Reimbursements, and the Indemnification Obligations) are and shall constitute an allowed administrative expenses of the Debtor pursuant to section 503(b)(1) of the Bankruptcy Code.

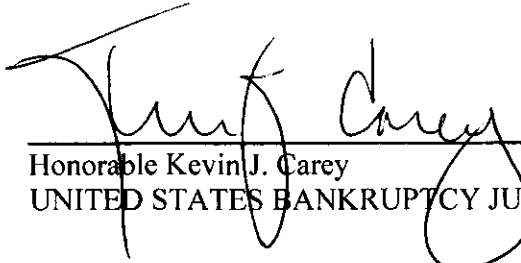
9. The Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion and such actions shall not constitute a solicitation of acceptances or rejections of the Plan pursuant to section 1125 of the Bankruptcy Code.

10. The automatic stay set forth in section 362 of the Bankruptcy Code is hereby lifted to permit the delivery of notice and termination of the agreements pursuant to their terms.

11. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Order.

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

Dated: Wilmington, Delaware
Feb 4, 2015



Honorable Kevin J. Carey
UNITED STATES BANKRUPTCY JUDGE