

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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In re: : Chapter 11  
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EXIDE TECHNOLOGIES, : Case No. 13-11482 (KJC)  
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Debtor.<sup>1</sup> : **Related Docket Nos. 7, 67, 91, 287**  
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**FINAL ORDER PURSUANT TO 11 U.S.C. §§ 105, 363, 1107 AND 1108 AND FED. R. BANKR. P. 6003 AUTHORIZING DEBTOR TO PAY PREPETITION CLAIMS OF CERTAIN FOREIGN VENDORS AND SERVICE PROVIDERS**

Upon the motion (the “Motion”)<sup>2</sup> of the Debtor for an order, pursuant to sections 105, 363, 1107, and 1108 of the Bankruptcy Code and Bankruptcy Rule 6003, authorizing, but not directing, the Debtor to pay, in the ordinary course of business, certain prepetition obligations to foreign vendors and other foreign suppliers of goods and services (collectively, the “Foreign Vendors”); and upon the First Day Declaration; and due and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice need be provided; and it appearing that the relief requested by the Motion is in the best interests of the Debtor, its estate, its creditors, its shareholders, and other parties in interest; and after due deliberation thereon, and good and sufficient cause appearing therefor, it is hereby

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

1. The Motion is GRANTED as set forth herein.

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

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

2. The Debtor is authorized, but not directed, to pay the Foreign Vendor Claims of Foreign Vendors that, to the best of the Debtor's knowledge, lack minimum contacts with the United States and, thus, may not be subject to the jurisdiction of this Court or the provisions of the Bankruptcy Code that otherwise protect the Debtor's assets and business operations, in the ordinary course of business, to the extent permitted by the Debtor's postpetition financing agreements, in an aggregate amount of up to \$2 million, without prejudice to seek additional relief on an emergency basis.

3. The Debtor is authorized, but not directed, in its absolute discretion, to settle some or all of the prepetition claims of the Foreign Vendors for less than their face amount without further notice or hearing.

4. In return for payment of the Foreign Vendor Claims in the ordinary course of business, unless otherwise waived by the Debtor in its sole discretion, but subject to consultation with the Official Committee of Unsecured Creditors (the "Creditors' Committee"), the Foreign Vendors are hereby required to continue to provide goods and services to the Debtor on the most favorable terms in effect between such supplier and the Debtor in the 180 days prior to the Petition Date or on such other favorable terms as the Debtor and the Foreign Vendor may otherwise agree ("Customary Trade Terms"). The Customary Trade Terms shall apply for at least one year following the date of the agreement and as long as the Debtor agrees to pay for such goods in accordance with such terms.

5. If any Foreign Vendor accepts payment on account of a prepetition obligation of the Debtor and thereafter does not continue to provide services to the Debtor on Customary Trade Terms, any payments made shall be deemed an avoidable postpetition transfer under section 549 of the Bankruptcy Code and shall be recoverable by the Debtor in cash upon

written request. Upon recovery by the Debtor, the claim shall be reinstated as a prepetition claim in the amount so recovered. The Debtor is hereby, authorized but not directed, to obtain written verification and share any such verification with the Creditors' Committee, counsel to the unofficial committee of senior secured noteholders (the "Unofficial Noteholders' Committee"), and counsel to the agent under the Debtor's post-petition senior secured credit facility (the "DIP Agent"), before issuing payment to a Foreign Vendor, that such Foreign Vendor will, if relevant, continue to provide goods and services to the Debtor on Customary Trade Terms for the remaining term of the Foreign Vendor's agreement with the Debtor; provided, however, that the absence of such written verification will not limit the Debtor's rights hereunder.

6. All applicable banks and other financial institutions are authorized, but not directed, to rely on the Debtor's direction to pay amounts in accordance with this Order provided that sufficient funds are available in the applicable accounts to make the payments.

7. The Debtor shall provide, on a confidential basis, to the DIP Agent, the Unofficial Noteholders' Committee, and the Creditors' Committee, bi-weekly written reports of all payments made hereunder and reasonable and timely access to information sufficient to enable such parties to monitor payments made, obligations satisfied, and other actions taken pursuant to this Order; *provided* that the DIP Agent, the Unofficial Noteholders' Committee, and the Creditors' Committee may share such information with its professionals and any private-side lenders under the proposed postpetition financing facility.

8. To the extent there is any inconsistency between the terms of the interim or final order approving the Debtor's proposed postpetition financing, if and when entered, and this Order, the terms of the interim or final order approving the proposed postpetition financing, as applicable, shall govern.

9. Nothing herein shall be construed to limit, or in any way affect, the Debtor's or the Creditors' Committee's ability to dispute any Foreign Vendor Claim.

10. The authorization granted hereby to pay Foreign Vendor Claims shall not create any obligation on the part of the Debtor or its officers, directors, attorneys, or agents to pay the Foreign Vendor Claims. None of the foregoing persons shall have any liability on account of any decision by the Debtor not to pay a Foreign Vendor Claim. Nothing contained in this Order shall be deemed to increase, reclassify, elevate to an administrative expense status or otherwise affect the Foreign Vendor Claims to the extent they are not paid.

11. No claimant who receives payment on account of a Foreign Vendor Claim is permitted to file or perfect a lien on account of such claim, and any such claimant shall take all necessary action to remove any existing lien relating to such claim, even if the lien is against property of a non-Debtor.

12. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained in this Order shall create, nor is it intended to create, any rights in favor of, or enhance the status of any claim held by, any person.

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

14. Nothing in this Order or the Motion shall be deemed to constitute assumption or adoption of any agreement under section 365 of the Bankruptcy Code. Notwithstanding the relief granted herein and any actions taken hereunder, nothing herein shall

create, nor is intended to create, any rights in favor of, or enhance the status of any claim held by, any person.

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

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

17. The Debtor is hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.

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

Dated: Wilmington, Delaware  
July 10, 2013

  
The Honorable Kevin J. Carey  
UNITED STATES BANKRUPTCY JUDGE