

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 : **Related Docket Nos. 9, 69, 92,** *zbb*

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**FINAL ORDER PURSUANT TO 11 U.S.C. §§ 105(a), 363(b) AND 506(b)
AUTHORIZING DEBTOR TO PAY CERTAIN PREPETITION CLAIMS
OF MECHANICS AND MATERIALMEN IN SATISFACTION OF
PERFECTED OR POTENTIAL MECHANICS', MATERIALMEN'S
OR SIMILAR LIENS OR INTERESTS**

Upon the motion (the "Motion")² of the Debtor for an order under 11 U.S.C. §§ 105(a), 363(b), and 506(b) authorizing the Debtor to pay certain prepetition obligations of contractors, subcontractors, mechanics, or materialmen (collectively, the "Mechanics and Materialmen") in satisfaction of perfected or potential mechanics', materialmen's, or similar liens against or interests in the Debtor's property (collectively, the "Lien Claims"); and the Court having reviewed the Motion and the First Day Declaration; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtor, its estate, its creditors, and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

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 All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED on a final basis as set forth herein.
2. The Debtor is authorized, in its sole discretion, to make payments (the "Payments") on the Lien Claims of the Mechanics and Materialmen on the following terms and conditions:
 - (a) The Debtor, in consultation with the Official Committee of Unsecured Creditors (the "Creditors' Committee"), shall determine which Mechanics and Materialmen, if any, are entitled to Payments under this Order, subject to the provisions below;
 - (b) The Mechanic or Materialman must be engaged in providing Goods/Services with respect to a project that involves the Debtor's property and is incomplete as of the Petition Date;
 - (c) The Debtor must conclude that (i) the Goods/Services of the Mechanic or Materialman at issue are essential to the proper and/or timely completion of the project, (ii) the Mechanic or Materialman will refuse to continue providing such Goods/Services if the Lien Claims are not paid, and (iii) the Debtor's facilities and/or operations will be adversely affected if the project is not properly and/or timely completed;
 - (d) As a condition to receiving a Payment, the Mechanic or Materialman must agree to (i) continue providing Goods/Services to the Debtor as necessary to complete the project on terms at least as favorable as the Mechanic or Materialman made available to the Debtor prior to the Petition Date and (ii) promptly to release any liens and/or interest, if any, upon payment of such Lien Claim; *provided*, however, that should the Mechanic or Materialman fail promptly to release such lien and/or interest upon payment by the Debtors, any such lien and/or interest shall be deemed released and expunged, without necessity of further action, and this Order, together with proof of payment, shall be all that is required to evidence such release and expungement;
 - (e) Prior to making a Payment to a Mechanic or Materialman under the Motion, the Debtor may, in its absolute discretion, settle all or some of the Lien Claims of the Mechanics or Materialmen for less than their face amount without further notice or hearing; and
 - (f) Any payment of a Mechanic's or Materialman's Claim shall be made with a full reservation of rights regarding the extent, validity,

perfection or possible avoidance of any liens and/or interests, if any.

3. Payments of the Lien Claims under this Order shall not exceed a maximum aggregate amount of \$10.4 million without further relief from this Court.

4. The Debtor shall provide, on a confidential basis, to the agent for the Debtor's proposed postpetition financing (the "DIP Agent"), counsel to the unofficial committee of senior secured noteholders (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.

5. All applicable banks and other financial institutions are authorized to rely on the Debtor's direction to pay amounts in accordance with this Order provided that there are sufficient good funds standing to the Debtor's credit in the applicable accounts to make the payments and all applicable banks shall not have any liability to any party for relying on the Debtor's direction.

6. The authority granted by this Order to pay certain claims shall not be construed as: (a) an admission by the Debtor as to the validity of any claim against the Debtor or the existence of any lien against the Debtor's properties; (b) a waiver of the Debtor's rights to dispute any claim or lien on any grounds; (c) a promise by the Debtor to pay any claim; (d) an implication or admission by the Debtor that any particular claim would constitute a Critical Vendor Claim; (e) an assumption or rejection of any executory contract or unexpired lease

pursuant to Bankruptcy Code section 365; or (f) otherwise affecting the Debtor's rights under Bankruptcy Code section 365 to assume or reject any executory contract with any party subject to this Order.

7. Notwithstanding the relief granted herein or any actions taken hereunder, nothing contained in this Order shall create any rights in favor of, or enhance the status of any claim held by, any party subject to this Order.

8. Notwithstanding the relief granted herein, no action by any Debtor is permitted to the extent that it would be inconsistent with any cash collateral and/or postpetition financing order entered by this Court.

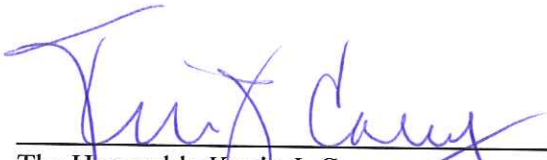
9. To the extent that there may be any inconsistency between the terms of the interim or final order approving the proposed debtor in possession financing, if and when entered, and this Order, the terms of the interim or final order approving the proposed debtor in possession financing, as applicable shall govern.

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

11. 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.

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

Dated: Wilmington, Delaware
July 10, 2013



The Honorable Kevin J. Carey
UNITED STATES BANKRUPTCY JUDGE