

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 No. 167, 289**
  
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**ORDER PURSUANT TO 11 U.S.C. §§ 105  
AND 365(a) AND FED. R. BANKR. P. 6006 AND 9014 AUTHORIZING  
AND APPROVING EXPEDITED PROCEDURES FOR REJECTION OR  
ASSUMPTION OF EXECUTORY CONTRACTS**

Upon the motion dated June 20, 2013 (the "Motion")<sup>2</sup> of Exide Technologies ("Exide" or the "Debtor") for entry of an order, pursuant to sections 105 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code") and Rules 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (as amended, the "Bankruptcy Rules"), authorizing and approving expedited procedures for the Debtor to reject or assume executory contracts (the "Executory Contracts") with applicable counterparties (the "Counterparties"), as more fully set forth in the Motion; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and it appearing that no

<sup>1</sup> 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.

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

other or further notice need be provided; and this Court having determined that the relief sought in the Motion is in the best interests of the Debtor, its creditors, and all other parties in interest; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor, it is

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

1. The Motion is GRANTED as set forth herein.
2. The following procedures (the "Rejection Procedures") are authorized and approved in connection with the rejection of any Executory Contract of the Debtor during the Chapter 11 Case as follows:

- a. Rejection Notice: The Debtor will file a notice to reject any such Executory Contract, pursuant to Bankruptcy Code section 365 (the "Rejection Notice"), which shall be substantially in the form of Exhibit A attached to the Motion and shall set forth the following information, to the best the Debtor's knowledge, as applicable: (i) the Executory Contract(s) that the Debtor seeks to reject; (ii) the name(s) and address(es) of the counterparties to such Executory Contract(s); (iii) a short description of the type of Executory Contract; and (iv) the proposed effective date of the rejection for each such Executory Contract(s), which date may not be before the date of service of the Rejection Notice (the "Rejection Date");
- b. Service of the Rejection Notice: The Debtor will cause the Rejection Notice to be served by overnight delivery service upon the following parties (the "Rejection Notice Parties") (i) any contract counterparty affected by the Rejection Notice; (ii) 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 Kenney, Esq.; (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. and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins, Esq.; (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. and 1007 N. Orange St., Suite 1200, Wilmington, Delaware 19801, Attn: Dennis A.

Meloro, Esq.; (v) the indenture trustee for the Debtor's secured bond issuances, Wells Fargo Bank, N.A., 7000 Central Parkway NE, Suite 550, Atlanta, Georgia 30328, Attn: Corporate Trust Services - Exide Technologies; (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; (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. and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Pauline K. Morgan, Esq.; (viii) proposed counsel to the Creditors' Committee, Lowenstein Sandler LLP, 1251 Avenue of the Americas, New York, New York 10020, Attn: Kenneth A. Rosen, Esq. and Gerald C. Bender, Esq., and 65 Livingston Avenue, Roseland, New Jersey 07068, Attn: Sharon L. Levine, Esq.; and (ix) any other parties in interest who are required to be given notice pursuant to Federal Rule of Bankruptcy Procedure 2002, advising such parties of the Debtor's intent to reject the specified Executory Contract, as well as the deadlines and procedures for filing objections to the Rejection Notice (as set forth below).

- c. Objection Procedures. Should a party in interest object to the proposed rejection by the Debtor of an Executory Contract, such party must file and serve a written objection so that such objection is filed with this Court and is actually received by the following parties (collectively, the "Objection Service Parties") no later than fourteen (14) calendar days after the date the Debtor serves the Rejection Notice: (i) counsel to the Debtor, Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, New York 10036, Attn: Kenneth S. Ziman, Esq. and J. Eric Ivester, Esq. and One Rodney Square, P.O. Box 636, Wilmington, Delaware 19899-0636, Attn: Anthony W. Clark, Esq. and 155 N. Wacker Drive, Chicago, Illinois 60606-1720, Attn: James J. Mazza, Jr. and Louis S. Chiappetta; (ii) co-counsel for the Debtor, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19899-8705, Attn.: Laura Davis Jones; (iii) proposed counsel to the Creditors' Committee, Lowenstein Sandler LLP, 1251 Avenue of the Americas, New York, New York 10020, Attn: Kenneth A. Rosen, Esq. and Gerald C. Bender, Esq., and 65 Livingston Avenue, Roseland, New Jersey 07068, Attn: Sharon L. Levine, Esq.; (iv) 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. and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins, Esq.; (v) 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. and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street,

Wilmington, Delaware 19801, Attn: Pauline K. Morgan, Esq.; (vi) any counterparty to the affected Executory Contract; and (vii) any other parties in interest who are required to be given notice pursuant to Federal Rule of Bankruptcy Procedure 2002.

- d. Event of No Objection. Absent an objection being filed in compliance with subparagraph (c) of this paragraph within fourteen (14) calendar days after the Rejection Date, the rejection of such Executory Contract shall be deemed authorized and approved with such rejection to be effective as of the date of rejection designated in the Rejection Notice, without further notice, hearing, or order of this Court unless the Debtor withdraws such Notice of Rejection on or prior to the Rejection Date.
- e. Unresolved Objections. If a timely objection is filed that cannot be resolved, the Debtor and/or the applicable counterparty to the Executory Contract(s) shall file a notice of hearing to consider the unresolved objection (the "Rejection Motion Hearing"). If such objection is overruled or withdrawn, such Executory Contract shall be rejected with the effective date of rejection to be that which is set forth in the Rejection Notice or such other date as the Debtor and the contract counterparty(s) have agreed.
- f. Rejection Damage Proofs of Claim. Each counterparty to an Executory Contract that is rejected pursuant to the Rejection Procedures is required to file a proof of claim relating to the rejection of such Executory Contract, if any, by the later of (i) 45 days after the Rejection Date, and (ii) any applicable claims bar date established in the Chapter 11 Case.

3. The following procedures (the "Assumption Procedures," and together with the Rejection Procedures, the "Executory Contract Procedures") are approved in connection with assuming any Executory Contract of the Debtor during the Chapter 11 Case as follows:

- a. Assumption Notice. The Debtor will file a notice (the "Assumption Notice") to assume Executory Contract(s) pursuant to Bankruptcy Code section 365, which shall be substantially in the form of Exhibit B attached to the Motion and shall set forth the following information, to the best the Debtor's knowledge, as applicable: (i) the Executory Contract(s) to be assumed; (ii) the names and addresses of the counterparties to such Executory Contract(s); (iii) the proposed effective date of the assumption for each such Executory Contract(s), which date may not be before the date of service of the Assumption Notice; (iv) the proposed cure amount, if any; and (v) the deadlines and procedures for filing objections to the Assumption Notice (as set forth below).

- a. Service of the Assumption Notice. The Debtor will cause the Assumption Notice to be served by overnight delivery service upon the following parties (the "Assumption Notice Parties") (i) any contract counterparty affected by the Assumption Notice; (ii) 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 Kenney, Esq.; (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. and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins, Esq.; (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. and 1007 N. Orange St., Suite 1200, Wilmington, Delaware 19801, Attn: Dennis A. Meloro, Esq.; (v) the indenture trustee for the Debtor's secured bond issuances, Wells Fargo Bank, N.A., 7000 Central Parkway NE, Suite 550, Atlanta, Georgia 30328, Attn: Corporate Trust Services - Exide Technologies; (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; (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. and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Pauline K. Morgan, Esq.; (viii) proposed counsel to the Creditors' Committee, Lowenstein Sandler LLP, 1251 Avenue of the Americas, New York, New York 10020, Attn: Kenneth A. Rosen, Esq. and Gerald C. Bender, Esq., and 65 Livingston Avenue, Roseland, New Jersey 07068, Attn: Sharon L. Levine, Esq.; and (ix) any other parties in interest who are required to be given notice pursuant to Federal Rule of Bankruptcy Procedure 2002.
- b. Objection Procedures. Parties objecting to a proposed assumption, including to the proposed cure amount, must file and serve a written objection so that such objection is filed with the Court and is actually received by the Objection Service Parties no later than fourteen (14) calendar days after the date the Debtor serves the relevant Assumption Notice.
- c. Event of No Objection. If an objection to the assumption of any Executory Contract(s) is not timely filed, then: (i) the Debtor's proposed cure amount shall be binding upon the counterparty or counterparties to the Executory Contract(s) for all purposes in the Chapter 11 Case and will constitute a final determination of the assumption; and (ii) the effective date of such assumption will be as set forth in the Assumption Notice or

such other date to which the Debtor and the counterparty or counterparties to such Executory Contract(s) have agreed.

- d. Unresolved Objections. If an objection to the assumption of any Executory Contract(s) is timely filed and not withdrawn or resolved, the Debtor and/or the applicable counterparty to the Executory Contract(s) shall file a notice for a hearing to consider the objection for the Executory Contract(s) to which such objection relates (the "Assumption Motion Hearing"). If such objection is overruled or withdrawn, such Executory Contract(s) shall be assumed with the effective date of such assumption to be as set forth in the Assumption Notice or such other date to which the Debtor and the counterparty to such Executory Contract(s) have agreed.

4. Nothing herein shall be deemed to constitute the postpetition assumption of any executory contract.

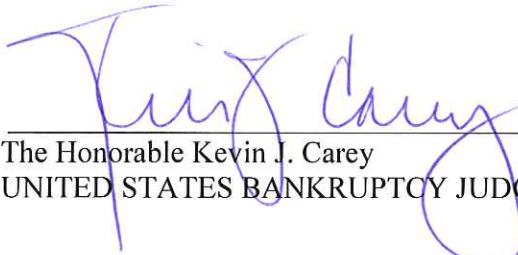
5. Nothing herein shall relieve the Debtor of any of its obligations in connection with its debtor in possession financing or enlarge the Debtor's rights with respect thereto.

6. Approval of the Executory Contract Procedures and this Order will not prevent the Debtor from seeking to reject or assume an Executory Contract or Executory Contracts by separate motion.

7. The Debtor is hereby authorized and empowered to take such steps and perform such acts as may be necessary to implement and effectuate the terms of this Order.

8. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation and/or interpretation of this Order.

Dated: Wilmington, Delaware  
July 10, 2013

  
The Honorable Kevin J. Carey  
UNITED STATES BANKRUPTCY JUDGE