

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. 4, 64, 88, 402  
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**FINAL ORDER GRANTING DEBTOR’S MOTION FOR ORDER PURSUANT TO  
BANKRUPTCY CODE SECTIONS 105(a), 345(b), 363, AND 503(b), BANKRUPTCY  
RULES 6003 AND 6004 AND LOCAL BANKRUPTCY RULE 2015-2 AUTHORIZING  
(I) CONTINUED MAINTENANCE OF PREPETITION BANK ACCOUNTS AND  
PAYMENT OF RELATED PREPETITION OBLIGATIONS, (II) CONTINUED  
USE OF ITS EXISTING CASH MANAGEMENT SYSTEM, (III) CONTINUED  
USE OF EXISTING BUSINESS FORMS, (IV) CONTINUATION OF  
EXISTING INVESTMENT AND DEPOSIT PRACTICES, AND  
(V) CONTINUATION OF INTERCOMPANY TRANSACTIONS  
AND HONORING CERTAIN RELATED PREPETITION OBLIGATIONS**

Upon the motion (the “Motion”)<sup>2</sup> of the Debtor for an order, pursuant to sections 105(a), 345(b), 363, and 503(b) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Bankruptcy Rule 2015-2 authorizing, but not directing, the Debtor (i) to continue to maintain existing bank accounts, authorizing a waiver of certain operating guidelines relating to bank accounts, and the payment of related prepetition obligations; (ii) to continue to use its existing Cash Management System; (iii) to continue to use existing Business Forms; and (iv) continue the Intercompany Transactions in the ordinary course of business and pay certain prepetition obligations related to Intercompany Transactions; and upon the First Day

<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 such terms in the Motion.

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 estates, its creditors, its stakeholders, and other parties in interest; and after due deliberation thereon, and sufficient cause appearing therefor, it is hereby

**ORDERED, ADJUDGED AND DECREED that:**

1. The Motion is GRANTED as set forth herein.

2. The Debtor is authorized, but not directed, to continue using the Cash Management System as described in the Motion, subject to the limitations in this Order and solely to the extent permitted under the terms of the DIP Financing. The Debtor may transfer funds into, out of, and through the Cash Management System, using ordinary transfer methods in accordance with the Debtor's prepetition practice, as modified by the cash dominion or other provisions of the DIP Facility. In connection with the ongoing utilization of its Cash Management System, the Debtor shall continue to maintain records with respect to all transfers of cash so that all transactions may be readily ascertained, traced, and recorded properly and the Debtors shall provide reasonable access to such records to the administrative agent under the DIP Facility (the "DIP Agent"), counsel to the unofficial committee of senior secured noteholders (the "Unofficial Noteholders' Committee"), and the Official Committee of Unsecured Creditors (the "Committee"). Except as otherwise set forth herein, the Debtor is further authorized to implement any changes to the Cash Management System that it deems appropriate; *provided* that any material change to the Cash Management System shall require (i) the prior written consent of the DIP Agent, (ii) notice to the U.S. Trustee, the Unofficial Noteholders' Committee, and the Committee, and (iii) further order of the Court upon appropriate notice to parties-in-interest.

3. Pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, the Debtor, in its discretion, is authorized, but not directed, to (i) designate, maintain, and continue to use any and all of its Bank Accounts in existence as of the Petition Date, with the same account numbers, including the accounts identified in Exhibit B annexed to the Motion, and need not comply with certain operating guidelines relating to bank accounts set forth in the U.S. Trustee Guidelines; (ii) close existing accounts, including, without limitation, any inactive accounts; and (iii) treat the Bank Accounts for all purposes as accounts of the Debtor in its capacity as a debtor in possession; provided, however, that the Debtor is only authorized to open new bank accounts or close existing bank accounts (a) after (x) providing prompt notice to the U.S. Trustee, the Unofficial Noteholders' Committee, and the Committee and (y) obtaining the prior written consent of the DIP Agent to such opening or closure; (b) with a bank that (x) is organized under the laws of the United States of America or any state therein and (y) has executed, or is willing to immediately execute, a Uniform Depository Agreement with the Office of the United States Trustee for the District of Delaware; and (c) that are designated "Debtor in Possession" accounts by the relevant bank.

4. To the extent that the U.S. Trustee Requirements otherwise conflict with (a) the Debtor's existing practices under the Cash Management System, or (b) any action taken by the Debtor in accordance with this Order or any other order entered in the Chapter 11 Case, such U.S. Trustee Requirements are and shall be waived.

5. The relief granted in this order is extended to any new bank account opened by the Debtor after the date hereof, which account shall be deemed a Bank Account, and to the bank at which such account is opened. To the extent the Debtor opens or closes bank

accounts, it shall provide notice to the United States Trustee, the DIP Agent, the Unofficial Noteholders' Committee, and the Committee.

6. The requirements of the U.S. Trustee Guidelines that the Debtor close all existing bank accounts and open new debtor in possession accounts are hereby waived. Further, the requirements of the U.S. Trustee Guidelines that the Debtor establish specific bank accounts for tax payments are hereby waived.

7. The Bank Accounts are deemed debtor in possession accounts. The Debtor is authorized, but not directed, to maintain and use the Bank Accounts in the same manner and with the same account numbers, styles, and document forms as those employed prior to the Petition Date, including, without limitation: (i) to deposit funds in, and, to the extent the Debtor has good funds standing to its credit, withdraw funds from, the Bank Accounts by all usual means, including checks, wire transfers, automated clearinghouse ("ACH") transfers, drafts, electronic fund transfers, and other debits or items presented issues or drawn on the Bank Accounts; (ii) to pay postpetition ordinary course bank fees and service fees in connection with the Bank Accounts; (iii) to perform its obligations under the documents and agreements governing the Bank Accounts, including without limitation, any prepetition cash management agreements or treasury services agreements; and (iv) to treat the Bank Accounts for all purposes as accounts of the Debtor in its capacities as a debtor in possession.

8. The Banks are authorized without the need for further order of this Court to: (i) continue to administer, service, and maintain, the Bank Accounts as such accounts were administered, serviced, and maintained prior to the Petition Date, without interruption and in the ordinary course; (ii) receive, process, honor, and pay any and all checks, drafts, wires, ACH transfers, electronic fund transfers, or other items presented, issued, or drawn on the Bank

Accounts (collectively, the "Disbursements"); (iii) debit the Bank Accounts for all undisputed postpetition bank and service fees consistent with the terms of the applicable deposit agreement; (iv) "charge back" to the Debtor's accounts any amounts incurred by the Bank resulting from returned checks or other returned items, and the Debtor is authorized to pay any fees and expenses owed to the Banks, in each case regardless of whether such items were deposited prepetition or postpetition or relate to prepetition or postpetition items; (v) debit the Debtor's Bank Accounts for all checks drawn on the Bank Accounts which were cashed at the Banks' counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; and (vi) debit the Bank Accounts for all prepetition bank and service fees outstanding as of the date hereof, if any, owed to the Banks; provided, however, that, subject to paragraph 12 hereof, no checks, drafts, wires, or electronic fund transfers (excluding any electronic fund transfers that the Banks are obligated to settle), or other items presented, issued, or drawn on the Bank Accounts prior to the Petition Date shall be honored, unless (i) authorized by order of this Court; (ii) not otherwise prohibited by a "stop payment" request received by the Banks from the Debtor; and (iii) supported by sufficient good funds standing to the Debtor's credit in the applicable accounts.

9. Notwithstanding any conflicting terms of any deposit agreement between a Bank and the Debtor, such Bank is not required to honor disbursement requests for anything other than those requests supported by sufficient funds in the Bank Accounts in question.

10. Any payment from a Bank Account at the request of the Debtors made by any of the Banks prior to the Petition Date (including any ACH (EFT) such Bank is or becomes obligated to settle), or any instruments issued by any of the Banks on behalf of the Debtor pursuant to a "midnight deadline" or otherwise, shall be deemed to be paid prepetition, whether or not actually debited from such Bank Account prepetition.

11. All obligations of the Debtor incurred to any of the Banks or the Debtor's proposed post-petition secured lenders or any of their respective affiliates (each a "Senior Obligee") before or after the Commencement Date that result from ordinary course transactions under the Cash Management System shall continue to be secured by any cash collateral to the extent provided for in any account agreements between the Debtor and any Senior Obligee, all in accordance with and subject to the terms and conditions of the DIP Facility.

12. Nothing contained herein shall prevent the Banks from modifying or terminating any Bank Accounts or related services in accordance with the agreements governing such accounts or services.

13. The Banks are authorized to rely on the representations of the Debtor as to which Disbursements are authorized to be honored or dishonored, whether or not such Disbursements are dated prior to, on, or subsequent to the Petition Date, and whether or not the Banks believe the payment is authorized by an order of the Court. Any request for a Disbursement, whether oral or in writing, is deemed a representation upon which the Banks are authorized to rely. The Banks shall not be deemed in violation of this Order and shall have no liability for honoring any Disbursement that is subject to this Order either (i) at the direction of the Debtor to honor such prepetition Disbursement, (ii) in the good faith belief that the Court has authorized such prepetition Disbursement to be honored, or (iii) as a result of an innocent mistake. To the extent that the Debtor directs that any Disbursement be dishonored or the Banks inadvertently dishonor any Disbursements, the Debtor may issue replacement Disbursements consistent with the orders of this Court.

14. The Banks are further authorized to (i) honor the Debtor's directions with respect to the opening or closing of any Bank Account and (ii) accept and hold, or invest, the

Debtor's funds in accordance with the Debtor's instructions, and the Banks shall have no liability to any party for relying on such representations or instructions.

15. To the extent any other order is entered by this Court authorizing the Banks to honor checks, drafts, ACH transfers, or other electronic funds transfers or any other withdrawals made, drawn, or issued in payment of prepetition claims, the obligation to honor such items shall be subject to this Order, provided, however, that, notwithstanding anything to the contrary contained herein, any payment to be made, or authorization contained, hereunder shall be subject to the requirements imposed on the Debtor under any approved order regarding the use of cash collateral or postpetition financing and any budget in connection therewith.

16. The Debtor is authorized, but not directed, to enter into any deposit control agreements or similar instruments required to effectuate the cash dominion provisions or any other requirement of the DIP Facility, pursuant to and in accordance therewith, without further order of the Court. To the extent that a Bank enters into a deposit control agreement for an account in connection with the DIP Facilities, the terms of such deposit control agreement shall supplement the terms of this Order with respect to such account.

17. The Debtor shall serve a copy of this order on the Banks within five (5) business days of the entry of this Order, and upon any bank at which the Debtor opens a new bank account, immediately upon the opening of such new account. The Debtor shall request that such Banks code the Debtor's account as a debtor-in-possession account.

18. The Debtor is authorized, but not directed, to continue to use its existing Business Forms without alteration or change and without the designation "Debtor in Possession" imprinted upon them; provided, however, that, within thirty (30) days following the Petition Date, subsequently issued checks bear the designation "Debtor in Possession" and its case

number; provided further that the foregoing shall be without prejudice to the Debtor's right to seek further relief from this requirement or additional time to comply.

19. The Debtor is authorized, to the extent permitted under the DIP Facility, to deposit and invest funds in accordance with its established Investment and Deposit Practices in effect as of the commencement of this chapter 11 case, which are found to be consistent with the requirements of Bankruptcy Code Section 345(b) and the United States Trustee Operating Guidelines for Chapter 11 Cases with respect to deposits held in banks that have executed or committed to execute a Uniform Depository Agreement with the United States Trustee, and to satisfy the requirements of Local Rule 4001-3 with respect to funds held in the Wells Fargo Treasury Plus Money Market Fund and the Wells Fargo 100% Treasury Money Market Fund.

20. To the extent permitted under the DIP Facility and to the extent necessary to execute the Cash Management System and manage the day-to-day operations of its business, the Debtor is authorized to (i) pay for prepetition Intercompany Trade Transactions in an amount not to exceed \$155,000, (ii) net prepetition Intercompany Trade Transactions, and (iii) continue to participate in Intercompany Trade Transactions and Intercompany Debt Transactions postpetition, in the ordinary course of business; provided, however, that all Intercompany Transactions comply with the requirements of the DIP Facility and the terms of the subordinated master intercompany note executed by and among the Debtor and certain of the Debtor's non-debtor foreign subsidiaries in connection therewith. The Debtor shall continue to maintain records with respect to all transfers of cash or property (including pursuant to such transactions) so that all Intercompany Transactions may be readily ascertained, traced, and recorded properly on applicable intercompany accounts (whether under the subordinated master intercompany note



or otherwise) and shall provide reasonable access to such records to the DIP Agent, the Unofficial Noteholders' Committee, and the Committee.

21. Subject to and pursuant to the terms of the DIP Facility and this Order, the Debtor is authorized to continue engaging in Intercompany Transactions in the ordinary course of business, including transferring funds to non-debtor subsidiaries through the Cash Management System, provided, however, that notwithstanding anything to the contrary herein or the terms of the DIP Facility, the Debtor shall provide to the DIP Agent, the Unofficial Noteholders' Committee, and the Committee reports on a monthly basis setting forth its transactions, including Intercompany Transactions, with its non-debtor subsidiaries.

22. 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.

23. Claims arising from postpetition Intercompany Transactions from non-debtor subsidiaries to the Debtor shall be granted administrative expense priority status.

24. Notwithstanding anything to the contrary herein or the terms of the DIP Facility, the Committee's rights, if any, to analyze and challenge any transaction between the Debtor and its non-debtor subsidiaries, including the Intercompany Transactions, as well as any claims related to or stemming from any such transaction, are hereby expressly preserved.

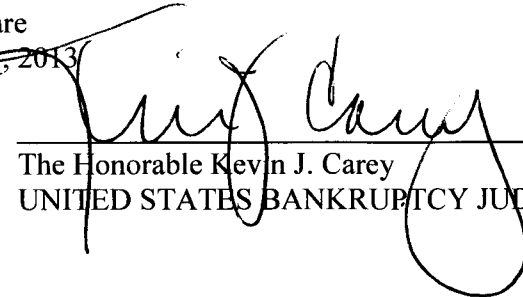
25. To the extent applicable, the Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested is necessary to avoid immediate and irreparable harm.

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

27. 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. This Order, and all acts taken in furtherance of or reliance upon this Order, shall be effective notwithstanding the filing of an objection, pending the entry of a final order by this Court.

28. 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 24, 2013  
  
The Honorable Kevin J. Carey  
UNITED STATES BANKRUPTCY JUDGE