

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 : Hrg. Date: Nov. 14, 2013 at 10:00 a.m. (Eastern)

: Obj. Due: Nov. 7, 2013 at 4:00 p.m. (Eastern)

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**DEBTOR’S MOTION FOR ORDER PURSUANT TO 11 U.S.C. §§ 105 AND 365 AND
FED. R. BANKR. P. 6006 AND 9014 AUTHORIZING AND APPROVING
(I) EXPEDITED PROCEDURES FOR (A) ASSUMPTION, (B) ASSUMPTION AND
ASSIGNMENT, AND (C) REJECTION OF UNEXPIRED NONRESIDENTIAL REAL
PROPERTY LEASES AND (II) PROCEDURES TO APPROVE AGREEMENTS
EXTENDING THE SECTION 365(d)(4) ASSUME/REJECT DEADLINE**

Exide Technologies (“Exide” or the “Debtor”) hereby moves (the “Motion”) this Court 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 approving certain procedures (i) for the expedited (a) assumption, (b) assumption and assignment, and (c) rejection of unexpired leases of nonresidential real property, including subleases or other agreements to which the Debtor is a party that may be considered an unexpired lease of nonresidential real property (collectively, the “Leases”) and (ii) for approving agreements extending the Bankruptcy Code section 365(d)(4) assume/reject deadline (the “365(d)(4) Deadline”). In support of the Motion, the Debtor, by and through its undersigned counsel, respectfully represents:

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.

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider the Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of the case and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief requested herein are Bankruptcy Code sections 105(a) and 365 and Bankruptcy Rules 6003, 6004, and 9014.

3. Pursuant to Rule 9013-1(f) of the Local Rules for the United States Bankruptcy Court for the District of Delaware, the Debtor consents to the entry of a final judgment or order with respect to the Motion if it is determined that this Court would lack Article III jurisdiction to enter such final order or judgment absent the consent of the parties.

BACKGROUND

A. The Chapter 11 Case

4. On June 10, 2013 (the "Petition Date"), the Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (the "Chapter 11 Case").

5. The Debtor continues to operate its business and manage its property as debtor and debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

6. On June 18, 2013, the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed an Official Committee of Unsecured Creditors (the "Creditors' Committee") in the Chapter 11 Case pursuant to Bankruptcy Code section 1102. No trustee or examiner has been appointed in the Chapter 11 Case.

B. The Debtor's Business

7. The Debtor, Exide, which together with its direct and indirect subsidiaries (collectively, the "Company"), has operations in more than 80 countries, is a global leader in

stored electrical energy solutions and one of the world's largest producers and recyclers of lead-acid batteries.

8. The Company's four global business groups—Transportation Americas, Transportation Europe and Rest of World (“ROW”), Industrial Energy Americas, and Industrial Energy Europe and ROW—provide a comprehensive range of stored electrical energy products and services for industrial and transportation applications. Additional factual background information about the Debtor, including its business operations, its corporate and capital structures, its restructuring efforts, and the events leading to the filing of the Chapter 11 Case, is set forth in detail in the Declaration of Phillip A. Damaska in Support of Chapter 11 Petitions and First Day Pleadings (the “First Day Declaration”) (Docket No. 3).²

C. The Debtor's Unexpired Nonresidential Real Property Leases

9. The Debtor operates a vast network of approximately 75 branches throughout North America, which sell and distribute batteries and other products to customers, battery specialists, retail stores, and OEM dealers. In addition, branch locations collect spent batteries for the Debtor's recycling facilities. On average, branch locations are approximately 20,000 square feet in size and are generally leased for periods of 29 to 42 months. The Debtor also leases one operating manufacturing facility in the United States and its headquarters in Milton, Georgia. As part of its restructuring efforts, the Debtor is evaluating the Leases to determine those which benefit the estate and support the Debtor's going-forward business plan and those that are burdensome or no longer integral to the Debtor's going-forward business plan. Because of the sheer volume, the Debtor has developed the following notice procedures for

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

assuming or rejecting Leases as the Chapter 11 Case progresses.³ The Debtor believes that the proposed procedures are appropriate and consistent with the deferential business judgment standard, as well as the notice requirements of the Bankruptcy Code and Bankruptcy Rules applicable to lease assumption or rejection. In fact, this Court has already approved similar procedures for the assumption and rejection of executory contracts.⁴ Absent the relief requested herein, filing motions for each assumption or rejection would result in substantial costs to, and administrative burdens on, the Debtor's estate, in addition to the burden such approach would place on the Court's docket. As such, expedited procedures for lease assumption or rejection are appropriate and necessary to minimize the costs and administrative burden on the Debtor's estate and for purposes of judicial economy.

10. In addition, the Debtor previously requested and obtained a 90-day extension of its deadline to assume or reject the Leases to January 6, 2014,⁵ the maximum period permitted by statute absent written consent from the applicable lessors. See 11 U.S.C. § 365(d)(4)(B)(i). Since obtaining this extension, the Debtor and its proposed real estate advisor, Newmark Grubb Knight Frank ("NGKF"), have begun efforts to negotiate additional extensions beyond the January 6, 2014 deadline. Extensions of the 365(d)(4) Deadline beyond the initial 120/210 day timeline provided by Section 365(b)(4)(B)(i) may be granted by the Court only upon a lessor's written agreement to provide such an extension. See 11 U.S.C. § 365(d)(4)(B)(ii).

³ Indeed, the Debtor has contemporaneously moved to reject its leases in Bismarck, ND and Florence, SC by a separate motion. The rejection procedures described herein will save the Debtor the time and expense of filing motions for each Lease it seeks to reject, but will provide lessors with rights to object to rejection.

⁴ See Order Authorizing And Approving Expedited Procedures For Rejection Or Assumption Of Executory Contracts (Docket No. 333).

⁵ See Order Under Bankruptcy Code Sections 105 And 365 And Bankruptcy Rule 9006 Extending Time Within Which Debtor May Assume Or Reject Unexpired Leases Of Nonresidential Real Property (Docket No. 878).

11. Accordingly, by the Motion, the Debtor seeks this Court's authorization and approval of the following expedited procedures that have been customarily approved in similar cases.

RELIEF REQUESTED

12. By the Motion, the Debtor seeks entry of an order, pursuant to sections 105 and 365 of the Bankruptcy Code and Bankruptcy Rules 6006 and 9014, authorizing and approving (i) expedited procedures for the Debtor to reject or assume and assign Leases and (ii) procedures to approve agreements extending the 365(d)(4) Deadline.

Proposed Procedures For Rejecting Leases

13. The Debtor requests that the following procedures (the "Rejection Procedures") be authorized and approved in connection with the rejection of a Lease during the course of the Debtor's Chapter 11 Case:

- a. Rejection Notice: The Debtor will file a notice to reject any such Lease, pursuant to Bankruptcy Code section 365 (the "Rejection Notice"), which shall be substantially in the form of Exhibit A attached hereto and shall set forth the following information, to the best of the Debtor's knowledge, as applicable: (i) the street address of the property underlying the Lease(s) to be rejected; (ii) the names and addresses of the counterparties to such Lease(s); (iii) the remaining term of the Lease(s) to be rejected; (iv) the proposed effective date of the rejection for each such Lease (the "Rejection Date"); and (v) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below).
- b. Rejection Date. The Rejection Date for the Leases shall not be earlier than the later of: (i) service of the Rejection Notice or (ii) the Debtor's unequivocal surrender of the Lease premises and the delivery of the keys, key codes, and alarm codes to the premises to the applicable lease counterparty.
- c. 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 lease 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) 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 Lease(s), as well as the deadlines and procedures for filing objections to the Rejection Notice (as set forth below).

- d. Objection Procedures. Should a party in interest object to the proposed rejection by the Debtor of a Lease, 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) 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) 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.; (vii) any counterparty to the affected Lease; and (viii) any other parties in interest who are required to be given notice pursuant to Federal Rule of Bankruptcy Procedure 2002.

- e. Event of No Objection. Absent an objection being filed in compliance with subparagraph (d) of this paragraph within fourteen (14) calendar days after the Rejection Date, the rejection of such Lease 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.
- f. Unresolved Objections. If a timely objection is filed that cannot be resolved, the Debtor shall file a notice of hearing to consider the unresolved objection (the “Rejection Motion Hearing”). If such objection is overruled or withdrawn, such Lease shall be rejected with the effective date of rejection to be that which is set forth in the Rejection Notice or such other dates as the Debtor and the lease counterparty(s) have agreed.
- g. With respect to any personal property of the Debtor located at any of the premises subject to any Notice, the Debtor shall remove such property prior to the expiration of the period within which a party must file and serve a written objection pursuant to subparagraph (d) above. If the Debtor, in consultation with the Creditors’ Committee, determines that the value of the property at a particular location has a *de minimis* value or the cost of removing the property exceeds the value of such property, the Debtor shall generally describe the property in the Notice and, absent a timely objection, the property (the “Abandoned Property”) will be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, where is, effective as of the date of the rejection of the underlying unexpired lease.

- h. Rejection Damages Proofs of Claim. Each counterparty to a Lease that is rejected pursuant to the Rejection Procedures is required to file a proof of claim relating to the rejection of such Lease, if any, by the later of (i) 45 days after the Rejection Date, and (ii) any applicable claims bar date established in this Chapter 11 Case.

Proposed Procedures For Assuming and Assigning (if applicable) Leases

14. In addition, the Debtor seeks approval of the following assumption and assigning (if applicable) procedures (the “Assumption Procedures”) for Leases:

- a. Assumption Notice. The Debtor will file and serve a notice (the “Assumption Notice”) to assume and assign (if applicable) any Lease(s) pursuant to section 365 of the Bankruptcy Code, which shall be substantially in the form of Exhibit B attached hereto and shall set forth the following information, to the best the Debtor’s knowledge, as applicable: (i) the Lease(s) to be assumed; (ii) the names and addresses of the counterparties to such Lease(s); (iii) the proposed effective date of the assumption and assignment (if applicable) for each such Lease(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).
- b. Assumption Date. The Assumption Date for the Leases shall be no earlier than (i) fourteen (14) calendar days after the date the Debtor serves the relevant Assumption Notice upon the applicable counterparty, (ii) the effective date as set forth in the Assumption Notice or (iii) such other date to which the Debtor and the counterparty or counterparties to such Lease(s) have agreed.
- c. 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 lease 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) 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.

- d. 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.
- e. Event of No Objection. If an objection to the assumption of any Lease(s) is not timely filed, then: (i) the Debtor's proposed cure amount shall be binding upon the non-debtor party to the Lease 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, in consultation with the Creditors' Committee, and the counterparty or counterparties to such Lease(s) have agreed.
- f. Unresolved Objections. If an objection to the assumption of any Lease(s) is timely filed and not withdrawn or resolved, the Debtor shall file a notice for a hearing to consider the objection for the Lease(s) to which such objection relates (the "Assumption Motion Hearing"). If such objection is overruled or withdrawn, such Lease(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, in consultation with the Creditors' Committee, and the counterparty or counterparties to such Lease(s) have agreed.
- g. Payment of Cure Amount. All undisputed cure amounts shall be paid within ten (10) days of the Assumption Date. Any disputed cure amount must be paid by the earlier of (i) when the Debtor and the Lease

counterparty can agree to an amount or (ii) ten (10) days after the date of the entry of an order by the Bankruptcy Court determining an amount.

- h. Assignment. If the Debtor intends to assign any Lease(s) the Assumption Notice shall also set forth (i) name(s) and address(es) of the assignee(s) of the Lease(s); (ii) the proposed purchase price, including the terms of payment, to be paid by the assignee(s) to the assignor(s) of a Lease(s); and (iii) a certification by the Debtor that the assignee has provided information to the affected lease counterparty of the Lease(s) demonstrating the assignee's ability to comply with the requirements of adequate assurance of future performance under section 365(f)(2)(B) and, if applicable, section 365(b)(3) of the Bankruptcy Code, including, without limitation, the assignee's financial wherewithal and willingness to perform under the Lease(s) (such information, the "Adequate Assurance Information").

Proposed Procedures For Extending the 365(d)(4) Deadline for Leases

15. In addition, the Debtor seeks approval of the following extension procedures (the "Extension Procedures," and together with the Rejection Procedures and the Assumption Procedures, the "Lease Procedures") to efficiently obtain Court approval of consensual agreements to extend the 365(d)(4) Deadline:

- a. Extension Notice: The Debtor will file a notice (the "Extension Notice"), which shall be substantially in the form of Exhibit C attached hereto and shall set forth the following information, to the best the Debtor's knowledge, as applicable: (i) the street address of the property underlying the Lease(s) to be extended; (ii) the names and addresses of the counterparties to such Lease(s); (iii) the proposed extension of the 365(d)(4) Deadline (the "Extension Date"); and (iv) the deadlines and procedures for filing objections to the Extension Notice (as set forth below).
- b. Service of the Rejection Notice: The Debtor will cause the Extension Notice to be served by overnight delivery service upon the following parties (the "Extension Notice Parties") (i) any lease counterparty affected by the Extension 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) 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 Lease(s), as well as the deadlines and procedures for filing objections to the Extension Notice (as set forth below).

- c. Objection Procedures. Should a party in interest object to the proposed extension of the 365(d)(4) Deadline, 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 seven (7) calendar days after the date the Debtor serves the Extension 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) 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) 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.; (vii) any counterparty to the affected Lease; and (viii) 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 seven (7) calendar days after the Extension Date, the proposed Extension Date shall, without further notice, hearing, or order of the Court, be the date by which the Debtor must assume or reject the applicable lease in accordance with Bankruptcy Code section 365(d)(4)(B)(ii) absent further agreement between the Debtor and the applicable lessor.
- e. Unresolved Objections. If a timely objection is filed that cannot be resolved, the Debtor shall file a notice of hearing to consider the unresolved objection (the “Extension Motion Hearing”). If such objection is overruled or withdrawn, such extension shall be approved as set forth in the Extension Notice or to the extent provided by the Court.

BASIS FOR RELIEF

I. The Lease Procedures Are A Sound Exercise of the Debtor’s Business Judgment

16. The Debtor is currently analyzing the Leases to determine if it could market the Leases to third party purchasers or could negotiate an arrangement with the applicable counterparty to terminate the Lease(s) for value. Those Leases not part of the Debtor’s business plan and deemed unmarketable will be rejected by the Debtor. To facilitate this process, the Debtor proposes the Lease Procedures described above. As designed, the Lease Procedures will minimize administrative expenses for rejected Leases, and will eliminate substantial legal expenses that would otherwise be incurred if multiple hearings were held on separate motions with respect to every Lease that the Debtor seeks to assume and assign or reject. The Lease Procedures are also fair and reasonable to lease and sublease counterparties because they afford

such parties the opportunity to appear and be heard with respect to the assumption and assignment or rejection of the Leases.

17. Bankruptcy Code section 365(a) provides that a debtor, “subject to the court’s approval, may assume or reject an executory contract or an unexpired lease.” 11 U.S.C. § 365(a); see also Univ. Med. Ctr. v. Sullivan (In re Univ. Med. Ctr.), 973 F.2d 1065, 1075 (3d Cir. 1992). The Court may approve a debtor’s assumption or rejection of an executory contract or lease if such assumption or rejection is made in the exercise of such debtor’s sound business judgment, and if such assumption or rejection benefits its estate. See, e.g., Sharon Steel Corp. v. Nat’l Fuel Gas Distrib. Corp., 872 F.2d 36, 39-40 (3d Cir. 1989) (affirming rejection of service agreement as sound exercise of Debtor’s business judgment where bankruptcy court found rejection would benefit estate); NLRB v. Bildisco & Bildisco (In re Bildisco), 682 F.2d 72, 79 (3d Cir. 1982), aff’d, 465 U.S. 513 (1984) (holding proper test for rejection was business judgment test); In re Exide Techs., 340 B.R. 222, 239 (Banks. D. Del. 2006) (“The propriety of a decision to reject an executory contract is governed by the business judgment standard. . . . This is not a difficult standard to satisfy and requires only a showing that rejection will benefit the estate.”); Sharon Steel Corp., 872 F.2d at 39-40 (citing Wheeling-Pittsburgh Steel Corp. v. West Perm Power Co. (In re Wheeling-Pittsburgh Steel Corp.), 72 B.R. 845, 846 (Bankr. W.D. Pa. 1987) (granting debtor’s motion to reject where rejection would benefit estate)). The business judgment standard is a deferential one in which the Court should approve the debtor’s business decision unless that judgment is the product of bad faith, whim or caprice. See Computer Sales Intl, Inc. v. Fed. Mogul (In re Fed. Mogul Global, Inc.), 293 B.R. 124, 126 (Bankr. D. Del. 2003); In re TWA, 261 B.R. 103, 121 (Bankr. D. Del. 2001). The debtor need not show severe financial hardship or the inability to reorganize without rejecting the contract in question. See,

e.g., NLRB v. Bildisco & Bildisco (In re Bildisco), 682 F.2d at 79-80 (holding it is not necessary to establish that failure to reject will make successful bankruptcy arrangement impossible); Federal Mogul, 293 B.R. at 127 (rejecting argument that rejection requires showing of severe financial hardship).

II. The Lease Procedures Comply with the Procedural Requirements of Bankruptcy Rule 6006

18. As a procedural matter, Bankruptcy Rule 9014 provides, in pertinent part, that “reasonable notice and opportunity for hearing shall be afforded the party against whom relief is sought.” Fed. R. Bankr. P. 9014(a).⁶ The notice and hearing requirements for contested matters under Bankruptcy Rule 9014 are satisfied if appropriate notice and an opportunity for hearing are given in light of the particular circumstances. See 11 U.S.C. § 102(1)(A) (defining “after notice and a hearing” or a similar phrase to mean such notice and an opportunity for hearing “as [are] appropriate in the particular circumstances”).

19. Under Bankruptcy Rule 6006(e), a debtor may join requests for authority to assume or reject multiple executory contracts or unexpired leases in one motion, subject to Bankruptcy Rule 6006(f). See Fed. R. Bankr. P. 6006(e). Bankruptcy Rule 6006(f) sets forth six requirements that motions to assume or reject multiple contracts must satisfy. These requirements are procedural in nature. A motion to assume or reject multiple executory contracts or unexpired leases that are not between the same parties shall:

- a. state in a conspicuous place that parties receiving the omnibus motion should locate their names and their contracts or leases listed in the motion;
- b. list parties alphabetically and identify the corresponding contract or lease;

⁶ Bankruptcy Rule 9014 is made applicable to a motion to reject by Bankruptcy Rule 6006(a), which provides that “[a] proceeding to . . . reject . . . an executory contract or unexpired lease, other than as part of a plan, is governed by [Bankruptcy] Rule 9014.” FED. R. BANKR. P. 6006(a).

- c. specify the terms, including the curing of defaults, for each requested assumption or assignment;
- d. specify the terms, including the identity of each assignee and the adequate assurance of future performance by each assignee, for each requested assignment;
- e. be numbered consecutively with other omnibus motions to assume, assign, or reject executory contracts or unexpired leases; and
- f. be limited to no more than 100 executory contracts or unexpired leases. Fed. R. Bankr. P. 6006(f).

20. The Lease Procedures satisfy Bankruptcy Rule 6006(f). The clear purpose of Bankruptcy Rule 6006(f), as amended, is to protect the due process rights of counterparties to the Leases. Counterparties must be able to locate their Leases and readily determine whether their Leases are being assumed or rejected. The Debtor will comply with all applicable procedural requirements of Bankruptcy Rule 6006(f) when serving the Assumption Notices, Rejection Notices, and Extension Notices.

III. The Lease Procedures Are In the Best Interests of the Estates

21. Under the circumstances, given the number of Leases the Debtor may be seeking to assume or reject, obtaining Court approval of each assumption or rejection would impose unnecessary administrative burdens on the Debtor and the Court and result in costs to the Debtor's estate that may decrease the economic benefits of rejection or assumption. Therefore, the Debtor proposes to: (a) streamline the process as set forth in the Lease Procedures, consistent with applicable law, in order to minimize costs to the Debtor's estate and reduce the burden on the Court's docket while (b) protecting counterparties to the Leases by providing such parties with notice and the opportunity to object to the proposed assumption or rejection and set a hearing for resolution of such objections.

22. Courts in this and other districts have approved substantially similar Rejection and Assumption Procedures in other cases. See e.g., In re LCI Holding Co., Inc., et al., Case No. 12-13319 (KG) (Bankr. D. Del. May 6, 2013); In re WP Steel Venture LLC, et al., Case No. 12-11661 (KJC) (Bankr. D. Del. June 21, 2012); In re The Great Atlantic & Pacific Tea Co., Case No. 10-24549 (RDD) (Bankr. S.D.N.Y. May 2, 2011); In re Visteon Corp., et al., Case No. 09-11786 (CSS) (Bankr. D. Del. Jul. 16, 2009); In re Nortel Networks Inc., et al., Case No. 09-10138 (KG) (Bankr. D. Del. Mar. 20, 2009); In re Sun-Times Media Group, Inc., Case No. 09-11092 (CSS) (Bankr. D. Del. Apr. 28, 2009); In re Leiner Health Products, Inc., No. 08-10446 (KJC) (Bankr. D. Del. Apr. 7, 2008); In re Dura Auto. Sys., Inc., No. 06-11202 (KJC) (Bankr. D. Del. Dec. 22, 2006). Accordingly, the Debtor believes adoption of the Rejection and Assumption Procedures is in the best interest of its estate.

IV. The Extension Procedures Should Be Approved as an Efficient Use of Estate Assets and a Sound Exercise of Business Judgment

23. Bankruptcy Code section 365(d)(4)(B)(ii) provides that, following an extension of the 365(d)(4) Deadline pursuant to section 365(d)(4)(B)(i), the Court may “grant a subsequent extension only upon the prior written consent of the lessor in each instance.” 11 U.S.C. § 365(d)(4)(B)(ii). Thus, extensions of the 365(d)(4) Deadline more than 210 days following the petition date require written agreement from the applicable landlord.

24. The Extension Procedures will prevent the Debtor from having to seek Court approval for extensions of the 365(d)(4) deadline on a case-by-case or piecemeal basis, which could impose unnecessary procedural or administrative costs on their estates. In addition, the Extension Procedures will eliminate uncertainty on the timing around which the Debtors’ proposed extensions may be granted by the Court pursuant to Bankruptcy Code section 365(d)(4)(B)(ii). At the same time, the Extension Procedures will provide parties in interest with

appropriate notice of the Debtor's proposed extensions and the opportunity to respond accordingly. The Extension Procedures proposed herein are also similar to procedures approved for debtors in similarly-sized chapter 11 restructurings. See, e.g., In re The Great Atlantic & Pacific Tea Co., Case No. 10-24549 (RDD) (Bankr. S.D.N.Y. June 1, 2011) (approving consensual extensions of 365(d)(4) deadlines upon notice without further order or hearing); In re Blockbuster, Inc., Case No. 10-14997 (BRL) (Bankr. S.D.N.Y. April 21, 2010) (approving on presentment consensual extensions of 365(d)(4) deadline); In re Flying J Inc., Case No. 08-13384 (MFW) (Bankr. D. Del. July 19, 2009) (approving consensual extensions of 365(d)(4) deadlines with ability to amend list of consensual extensions). Accordingly, the Debtor believes adoption of the Extension Procedures is in the best interest of its estate.

RESERVATION OF RIGHTS

25. By the Motion, the Debtor is not seeking to assume or reject any Lease. As such, the Court's authorization and approval of the Lease Procedures shall not be deemed to constitute postpetition assumption or rejection of any particular Lease pursuant to Bankruptcy Code section 365, regardless of whether or not the Debtor ultimately seeks to assume or reject such Lease in accordance with such procedures. The Debtor is currently in the process of reviewing its Leases and reserves all of its rights with respect thereto.

NOTICE

26. Notice of the Motion will be given to: (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel to the agent under the debtor in possession financing; (iii) counsel to the agent for the Debtor's prepetition secured lenders; (iv) the indenture trustee for each of the Debtor's secured and unsecured outstanding bond issuances; (v) counsel to the unofficial committee of senior secured noteholders; (vi) counsel to the

Creditors' Committee; (vii) all known counterparties to the Leases, and (viii) all parties entitled to notice pursuant to Bankruptcy Rule 2002. The Debtor submits that no other or further notice need be provided.

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CONCLUSION

WHEREFORE, the Debtor respectfully requests that the Court enter an order, substantially in the form annexed hereto, granting the relief requested in the Motion and such other and further relief as may be just and proper.

Dated: Wilmington, Delaware
October 24, 2013

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

/s/ Anthony W. Clark

Anthony W. Clark (I.D. No. 2051)

Christine W. Kim (I.D. No. 5272)

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Fax: (312) 407-0411

Counsel for Debtor and Debtor in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

----- X
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In re: : Chapter 11

:

EXIDE TECHNOLOGIES, : Case No. 13-11482 (KJC)

:

Debtor.¹ : **Hrg. Date: Nov. 14, 2013 at 10:00 a.m. (Eastern)**

: **Obj. Due: Nov. 7, 2013 at 4:00 p.m. (Eastern)**

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NOTICE OF DEBTOR’S MOTION FOR ORDER PURSUANT TO 11 U.S.C. §§ 105 AND 365 AND FED. R. BANKR. P. 6006 AND 9014 AUTHORIZING AND APPROVING (I) EXPEDITED PROCEDURES FOR (A) ASSUMPTION, (B) ASSUMPTION AND ASSIGNMENT, AND (C) REJECTION OF UNEXPIRED NONRESIDENTIAL REAL PROPERTY LEASES AND (II) PROCEDURES TO APPROVE AGREEMENTS EXTENDING THE SECTION 365(d)(4) ASSUME/REJECT DEADLINE

PLEASE TAKE NOTICE that the debtor and debtor in possession in the above-captioned bankruptcy case (the “Debtor”) filed today the attached Debtor’s Motion For Order Pursuant To 11 U.S.C. §§ 105 And 365 And Fed. R. Bankr. P. 6006 And 9014 Authorizing And Approving (I) Expedited Procedures For (A) Assumption, (B) Assumption And Assignment, And (C) Rejection Of Unexpired Nonresidential Real Property Leases And (II) Procedures To Approve Agreements Extending The Section 365(d)(4) Assume/Reject Deadline (the “Motion”).

PLEASE TAKE FURTHER NOTICE that a hearing on the Motion will be held on **November 14, 2013 at 10:00 a.m. (Eastern)** before the Honorable Kevin J. Carey, United States Bankruptcy Judge for the District of Delaware, in the United States Bankruptcy Court for the District of Delaware, 5th Floor, Courtroom 5, 824 North Market Street, Wilmington, Delaware 19801 (“Hearing”).

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.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Motion or the relief requested therein must be made in writing, filed with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), 824 Market Street, Wilmington, Delaware 19801, and served so as to be received by the following parties no later than **November 7, 2013 at 4:00 p.m. (Eastern)**:

(i) the Debtor, Exide Technologies, 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004, Attn: Phillip A. Damaska;

(ii) 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.;

(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., 150 East 42nd Street, 40th Floor, New York, New York 10017, Attn: James R. Lewis and Foley & Lardner LLP, 321 North Clark Street, Suite 2800, Chicago, Illinois 60654, Attn: Mark F. Hebbeln, Esq.;

(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 and Arent Fox LLP, 1675 Broadway, New York, New York 10019, Attn: Andrew Silfen, Esq.;

(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) 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 S. Kenney, Esq.; and

(ix) counsel to the official committee of unsecured creditors, Lowenstein Sandler LLP, 65 Livingston Avenue, Roseland, New Jersey 07068, Attn: Kenneth A. Rosen, Esq. and Sharon L. Levine, Esq. and 1251 Avenue of the Americas, New York, New York 10020, Attn: Gerald C. Bender, Esq. and Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, Suite 1600, Wilmington, Delaware 19801, Attn: Robert J. Dehney, Esq.

Only objections made in writing and timely filed and received will be considered by the Bankruptcy Court at the Hearing.

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PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED AND RECEIVED IN ACCORDANCE WITH THE ABOVE PROCEDURES, THE RELIEF REQUESTED IN THE MOTION MAY BE GRANTED WITHOUT FURTHER NOTICE OR HEARING.

Dated: Wilmington, Delaware
October 24, 2013

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

/s/ Anthony W. Clark

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- and -

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Fax: (312) 407-0411

Counsel for Debtor and Debtor in Possession

Exhibit A

Rejection Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

----- x
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In re: : Chapter 11

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EXIDE TECHNOLOGIES, : Case No. 13-11482 (KJC)

:

Debtor.¹ :

:

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NOTICE OF REJECTION OF LEASE

PLEASE TAKE NOTICE that, on [_____], 2013, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered the order [Docket No. _____] (the “Order”) on the motion, dated October 24, 2013 (the “Motion”),² 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 and Rules 6006 and 9014 of the Federal Rules of Bankruptcy Procedure authorizing and approving expedited procedures (the “Rejection Procedures”) for the Debtor to reject unexpired leases of nonresidential real property, including subleases or other agreements to which the Debtor is a party that may be considered an unexpired lease of nonresidential real property (each a “Lease”) with applicable counterparties (the “Counterparties”) as set forth on [Exhibit A] attached hereto.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, the Debtor hereby provides notice of its intent to reject the above-referenced Lease(s).

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 not otherwise defined herein shall have the meanings ascribed to them in the Motion.

PLEASE TAKE FURTHER NOTICE that, should you object to the Debtor's rejection of the Lease, you must file and serve a written objection so that such objection is filed with the Court and actually received no later than fourteen (14) calendar days after the date that the Debtor served this Notice of Rejection of Lease (the "Rejection Notice") by the following parties (collectively, the "Objection Service Parties") (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) 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 Lease; and (vii) any other parties in interest who are required to be given notice pursuant to Federal Rule of Bankruptcy Procedure 2002.

PLEASE TAKE FURTHER NOTICE that, absent an objection being filed in compliance with the Rejection Procedures, the rejection of such Lease shall become effective fourteen (14) calendar days from the date the Rejection Notice was served on the Rejection Notice Parties, _____ (the “Rejection Date”) without further notice, hearing or order of this Court unless the Debtor withdraws such Notice of Rejection on or prior to the Rejection Date.

PLEASE TAKE FURTHER NOTICE that, if a timely objection is filed that cannot be resolved, the Debtor shall file a notice of hearing to consider the unresolved objection (the “Rejection Motion Hearing”). If such objection is overruled or withdrawn, such Lease shall be rejected with the effective date of rejection to be that which is set forth in the Rejection Notice or such other dates as the Debtor and the lease counterparty(s) have agreed

PLEASE TAKE FURTHER NOTICE that, the counterparty to a Lease that is rejected pursuant to the Rejection Procedures is required to file a proof of claim relating to the rejection of such Lease, 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.

Dated: Wilmington, Delaware
_____, 2013

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

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Counsel for Debtor and Debtor in Possession

Exhibit B

Assumption Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

----- X
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In re: : Chapter 11

:

EXIDE TECHNOLOGIES, : Case No. 13-11482 (KJC)

:

Debtor.¹ :

:

----- X

NOTICE OF ASSUMPTION [AND ASSIGNMENT] OF LEASE

PLEASE TAKE NOTICE that, on [_____], 2013, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered the order [Docket No. _____] (the “Order”) on the motion, dated October 24, 2013 (the “Motion”),² 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 and Rules 6006 and 9014 of the Federal Rules of Bankruptcy Procedure authorizing and approving expedited procedures (the “Assumption Procedures”) for the Debtor to assume [and assign] unexpired leases of nonresidential real property, including subleases or other agreements to which the Debtor is a party that may be considered an unexpired lease of nonresidential real property (each a “Lease”) with applicable counterparties (the “Counterparties”) as set forth on [Exhibit A] attached hereto.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, the Debtor hereby provides notice of its intent to assume the above-referenced Lease(s).

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 not otherwise defined herein shall have the meanings ascribed to them in the Motion.

PLEASE TAKE FURTHER NOTICE that, the Debtor's records reflect the amounts owing, if any, for prepetition arrearages [as set forth on Exhibit A] (the "Cure Amount").

PLEASE TAKE FURTHER NOTICE that, should you object to the Debtor's assumption [and assignment] of the Lease, you must file and serve a written objection so that such objection is filed with the Court and actually received no later than fourteen (14) calendar days after the date that the Debtor served this Notice of Assumption of Lease (the "Assumption Notice") by the following parties (collectively, the "Objection Service Parties") (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) 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 Lease; and (vii) any other parties in interest who are required to be given notice pursuant to Federal Rule of Bankruptcy Procedure 2002.

PLEASE TAKE FURTHER NOTICE that, absent an objection being filed in compliance with the Assumption Procedures, the assumption of such Lease shall become effective on _____ (the “Assumption Date”) without further notice, hearing or order of this Court unless the Debtor withdraws such Assumption Notice on or prior to the Assumption Date.

PLEASE TAKE FURTHER NOTICE that all undisputed cure amounts shall be paid within ten (10) days of the Assumption Date. Any disputed cure amount must be paid by the earlier of (i) when the Debtor and the applicable Counterparty can agree to an amount or (ii) ten (10) days after the date of the entry of an order by the Bankruptcy Court determining an amount.

PLEASE TAKE FURTHER NOTICE that if an objection to the assumption [and assignment] of any Lease(s) is not timely filed, then: (i) the Debtor’s proposed Cure Amount shall be binding upon the counterparty to the Lease 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 the Assumption Date or such other date to which the Debtor and the counterparty or counterparties to such Lease(s) have agreed.

PLEASE TAKE FURTHER NOTICE that if an objection to the assumption [and assignment] of any Lease(s) is timely filed and not withdrawn or resolved, the Debtor shall file a notice for a hearing to consider the objection for the Lease(s) to which such objection relates (the “Assumption Motion Hearing”). If such objection is overruled or withdrawn, such

Lease(s) shall be assumed [and assignment] with the effective date of the Assumption Date or such other date to which the Debtor and the counterparty to such Lease(s) have agreed.

Dated: Wilmington, Delaware
_____, 2013

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

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Counsel for Debtor and Debtor in Possession

Exhibit C

Extension Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

----- x
:

In re: : Chapter 11

:

EXIDE TECHNOLOGIES, : Case No. 13-11482 (KJC)

:

Debtor.¹ :

:

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**NOTICE OF CONSENSUAL AGREEMENTS EXTENDING
THE 365(d)(4) DEADLINE TO ASSUME/REJECT
UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY**

PLEASE TAKE NOTICE that, on [_____], 2013, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered the order [Docket No. _____] (the “Order”) on the motion, dated October 24, 2013 (the “Motion”),² 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 and Rules 6006 and 9014 of the Federal Rules of Bankruptcy Procedure authorizing and approving procedures (the “Extension Procedures”) for the consensual extension of the 365(d)(4) Deadline by which the Debtor must assume/reject an unexpired lease of nonresidential real property (each a “Lease”).

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, the Debtor hereby provides notice of the extension of the 365(d)(4) Deadline to assume/reject the applicable Leases until the Extension Date as set forth on [Exhibit A] attached hereto.

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 not otherwise defined herein shall have the meanings ascribed to them in the Motion.

PLEASE TAKE FURTHER NOTICE that, should you object to the extension of the 365(d)(4) Deadline, you must file and serve a written objection so that such objection is filed with the Court and actually received no later than seven (7) calendar days after the date that the Debtor served this Notice of Consensual Agreement Extending the 365(d)(4) Deadline to Assume/Reject Unexpired Leases of Nonresidential Real Property (the “Extension Notice”) by the following parties (collectively, the “Objection Service Parties”) (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) 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 Lease; and (vii) any other parties in interest who are required to be given notice pursuant to Federal Rule of Bankruptcy Procedure 2002.

PLEASE TAKE FURTHER NOTICE that, absent an objection being filed in compliance with the Extension Procedures, the proposed Extension Date shall, without further notice, hearing, or order of the Court, be the date by which the Debtor must assume or reject the applicable lease in accordance with Bankruptcy Code section 365(d)(4)(B)(ii) absent further agreement between the Debtor and the applicable lessor.

PLEASE TAKE FURTHER NOTICE that, if a timely objection is filed that cannot be resolved, the Debtor shall file a notice of hearing to consider the unresolved objection (the "Extension Motion Hearing"). If such objection is overruled or withdrawn, such extension shall be approved as set forth in the Extension Notice or to the extent provided by the Court.

Dated: Wilmington, Delaware
_____, 2013

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

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Proposed Order

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 No.**

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ORDER PURSUANT TO 11 U.S.C. §§ 105 AND 365 AND FED. R. BANKR. P. 6006 AND 9014 AUTHORIZING AND APPROVING (I) EXPEDITED PROCEDURES FOR (A) ASSUMPTION, (B) ASSUMPTION AND ASSIGNMENT, AND (C) REJECTION OF UNEXPIRED NONRESIDENTIAL REAL PROPERTY LEASES AND (II) PROCEDURES TO APPROVE AGREEMENTS EXTENDING THE SECTION 365(d)(4) ASSUME/REJECT DEADLINES

Upon the motion dated October 24, 2013 (the “Motion”)² 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 approving certain procedures (i) for the expedited (a) assumption, (b) assumption and assignment, and (c) rejection of unexpired leases of nonresidential real property, including subleases or other agreements to which the Debtor is a party that may be considered an unexpired lease of nonresidential real property (collectively, the “Leases”) and (ii) for approving agreements extending the Bankruptcy Code section 365(d)(4) assume/reject deadline (the “365(d)(4) Deadline”), as more fully set forth in the Motion; and this Court having jurisdiction to

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 not otherwise defined herein shall have the meanings ascribed to them in the Motion.

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 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 Lease of the Debtor during the Chapter 11 Case as follows:

- a. Rejection Notice: The Debtor will file a notice to reject any such Lease, 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 street address of the property underlying the Lease(s) to be rejected; (ii) the names and addresses of the counterparties to such Lease(s); (iii) the remaining term of the Lease(s) to be rejected; (iv) the proposed effective date of the rejection for each such Lease (the “Rejection Date”); and (v) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below).
- b. Rejection Date. The Rejection Date for the Leases shall not be earlier than the later of: (i) service of the Rejection Notice or (ii) the Debtor’s unequivocal surrender of the Lease premises and the delivery of the keys, key codes, and alarm codes to the premises to the applicable lease counterparty.

- c. 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 lease 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) 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 Lease(s), as well as the deadlines and procedures for filing objections to the Rejection Notice (as set forth below).
- d. Objection Procedures. Should a party in interest object to the proposed rejection by the Debtor of a Lease, 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) 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) 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.; (vii) any counterparty to the affected Lease; and (viii) any other parties in interest who are required to be given notice pursuant to Federal Rule of Bankruptcy Procedure 2002.

- e. Event of No Objection. Absent an objection being filed in compliance with subparagraph (d) of this paragraph within fourteen (14) calendar days after the Rejection Date, the rejection of such Lease 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.
- f. Unresolved Objections. If a timely objection is filed that cannot be resolved, the Debtor shall file a notice of hearing to consider the unresolved objection (the "Rejection Motion Hearing"). If such objection is overruled or withdrawn, such Lease shall be rejected with the effective date of rejection to be that which is set forth in the Rejection Notice or such other dates as the Debtor and the lease counterparty(s) have agreed.
- g. With respect to any personal property of the Debtor located at any of the premises subject to any Notice, the Debtor shall remove such property prior to the expiration of the period within which a party must file and serve a written objection pursuant to subparagraph (d) above. If the Debtor determines, informing the Creditors' Committee, that the value of the property at a particular location has a *de minimis* value or the cost of removing the property exceeds the value of such property, the Debtor shall generally describe the property in the Notice and, absent a timely objection, the property (the "Abandoned Property") will be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, where

is, effective as of the date of the rejection of the underlying unexpired lease.

- h. Rejection Damages Proofs of Claim. Each counterparty to a Lease that is rejected pursuant to the Rejection Procedures is required to file a proof of claim relating to the rejection of such Lease, if any, by the later of (i) 45 days after the Rejection Date, and (ii) any applicable claims bar date established in this Chapter 11 Case.

3. The following procedures (the “Assumption Procedures”) are approved in connection with assuming and assigning (if applicable) any Lease of the Debtor during the Chapter 11 Case as follows:

- a. Assumption Notice. The Debtor will file and serve a notice (the “Assumption Notice”) to assume and assign (if applicable) any Lease(s) pursuant to section 365 of the Bankruptcy Code, which shall be substantially in the form of Exhibit B attached to the Motion and shall set forth the following information, to the best of the Debtor’s knowledge, as applicable: (i) the Lease(s) to be assumed; (ii) the names and addresses of the counterparties to such Lease(s); (iii) the proposed effective date of the assumption and assignment (if applicable) for each such Lease(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).
- b. Assumption Date. The Assumption Date for the Leases shall be no earlier than (i) fourteen (14) calendar days after the date the Debtor serves the relevant Assumption Notice upon the applicable counterparty, (ii) the effective date as set forth in the Assumption Notice or (iii) such other date to which the Debtor and the counterparty or counterparties to such Lease(s) have agreed.
- c. 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 lease 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) 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.

- d. 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.
- e. Event of No Objection. If an objection to the assumption of any Lease(s) is not timely filed, then: (i) the Debtor's proposed cure amount shall be binding upon the non-debtor party to the Lease 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, in consultation with the Creditors' Committee, and the counterparty or counterparties to such Lease(s) have agreed.
- f. Unresolved Objections. If an objection to the assumption of any Lease(s) is timely filed and not withdrawn or resolved, the Debtor shall file a notice for a hearing to consider the objection for the Lease(s) to which such objection relates (the "Assumption Motion Hearing"). If such objection is overruled or withdrawn, such Lease(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, in consultation with the Creditors' Committee, and the counterparty or counterparties to such Lease(s) have agreed.

- g. Payment of Cure Amount. All undisputed cure amounts shall be paid within ten (10) days of the Assumption Date. Any disputed cure amount must be paid by the earlier of (i) when the Debtor and the Lease counterparty can agree to an amount or (ii) ten (10) days after the date of the entry of an order by the Bankruptcy Court determining an amount.
- h. Assignment. If the Debtor intends to assign any Lease(s) the Assumption Notice shall also set forth (A) name(s) and address(es) of the assignee(s) of the Lease(s); (B) the proposed purchase price, including the terms of payment, to be paid by the assignee(s) to the assignor(s) of a Lease(s); and (C) a certification by the Debtor that the assignee has provided information to the affected lease counterparty of the Lease(s) demonstrating the assignee's ability to comply with the requirements of adequate assurance of future performance under section 365(f)(2)(B) and, if applicable, section 365(b)(3) of the Bankruptcy Code, including, without limitation, the assignee's financial wherewithal and willingness to perform under the Lease(s) (such information, the "Adequate Assurance Information").

4. The following procedures (the "Extension Procedures," and together with the Rejection Procedures and the Assumption Procedures, the "Lease Procedures") are approved in connection with extension of the 365(d)(4) Deadline with respect to any Lease of the Debtor during the Chapter 11 Case as follows:

- a. Extension Notice: The Debtor will file a notice (the "Extension Notice"), which shall be substantially in the form of Exhibit C attached hereto and shall set forth the following information, to the best the Debtor's knowledge, as applicable: (i) the street address of the property underlying the Lease(s) to be extended; (ii) the names and addresses of the counterparties to such Lease(s); (iii) the proposed extension of the 365(d)(4) Deadline (the "Extension Date"); and (iv) the deadlines and procedures for filing objections to the Extension Notice (as set forth below).
- b. Service of the Rejection Notice: The Debtor will cause the Extension Notice to be served by overnight delivery service upon the following parties (the "Extension Notice Parties") (i) any lease counterparty affected by the Extension 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) 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 Lease(s), as well as the deadlines and procedures for filing objections to the Extension Notice (as set forth below).

- c. Objection Procedures. Should a party in interest object to the proposed extension of the 365(d)(4) Deadline, 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 seven (7) calendar days after the date the Debtor serves the Extension 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) 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) 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.; (vii) any counterparty to the affected Lease; and (viii) 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 seven (7) calendar days after the Extension Date, the proposed Extension Date shall, without further notice, hearing, or order of the Court, be the date by which the Debtor must assume or reject the applicable lease in accordance with Bankruptcy Code section 365(d)(4)(B)(ii) absent further agreement between the Debtor and the applicable lessor.
- e. Unresolved Objections. If a timely objection is filed that cannot be resolved, the Debtor shall file a notice of hearing to consider the unresolved objection (the "Extension Motion Hearing"). If such objection is overruled or withdrawn, such extension shall be approved as set forth in the Extension Notice or to the extent provided by the Court.

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

6. 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.

7. Approval of the Lease Procedures and this Order will not prevent the Debtor from seeking to reject or assume a Lease or Leases by separate motion or seeking to extend the 365(d)(4) Deadline by a separate motion.

8. Any and all valid and perfected liens, claims, interests and encumbrances (collectively, the "Liens") shall attach to proceeds of any assignments of Leases pursuant to this

Order with the same validity, priority, force and effect such Liens had on the property immediately prior to the sale, subject to the rights, claims, defenses, and obligations, if any, of the Debtor and all interest parties with respect to any such asserted Liens; provided however, that in all events such Liens shall attach to in accordance with, and subject to, the terms and conditions of the Final Order (I) Authorizing Debtor (A) To Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), and 364(e) and (B) To Utilize Cash Collateral Pursuant To 11 U.S.C. §§ 363 and (II) Granting Adequate Protection To Pre-Petition Secured Parties Pursuant To 11 U.S.C. §§ 361, 362, 363 and 364 (Docket No. 427) (the “Final DIP Order”) and the DIP Financing (as such term is defined in the Final DIP Order).

9. To the extent that there may be any inconsistency between the terms of the Final DIP Order and this Order, the terms of the Final DIP Order shall govern. Notwithstanding anything to the contrary contained herein, any payment to be made or received, or authorization contained hereunder, shall be subject to the requirements imposed on the Debtor under its postpetition debtor in possession financing.

10. 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.

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

Dated: Wilmington, Delaware
_____, 2013

The Honorable Kevin J. Carey
UNITED STATES BANKRUPTCY JUDGE