

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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In re: : Chapter 11
: :
EXIDE TECHNOLOGIES, : Case No. 13-11482 (KJC)
: :
Debtor.¹ :
: **Related Docket Nos. 3092, 3095, 3096**
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NOTICE TO CONTRACT AND LEASE PARTIES

PLEASE TAKE NOTICE THAT on February 4, 2015, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered the *Order (A) Approving the Adequacy of the Debtor’s Disclosure Statement with Respect to the Plan of Reorganization of Exide Technologies; (B) Approving Solicitation and Notice Procedures with Respect to Confirmation of the Debtor’s Proposed Plan of Reorganization; (C) Approving the Form of Various Ballots and Notices in Connection Therewith; and (D) Scheduling Certain Dates with Respect Thereto* [Docket No. 3092] (the “Disclosure Statement Order”) that, among other things, (a) approved the adequacy of the *Second Amended Disclosure Statement With Respect to the Second Amended Plan of Reorganization of Exide Technologies* [Docket No. 3095] (as amended from time to time and including all exhibits and supplements thereto, the “Disclosure Statement”) filed in support of the *Second Amended Plan of Reorganization of Exide Technologies* [Docket No. 3096] (as may be further amended from time to time and including all exhibits and supplements thereto, the “Plan”), (b) authorized the above-captioned debtor and debtor in possession (the “Debtor”) to solicit acceptances or rejections of the Plan from Holders of Impaired Claims who are (or may be) entitled to receive distributions under the Plan, and (c) approved cure procedures for executory contracts or unexpired leases (“Executory Contracts and Unexpired Leases”) to be assumed and reinstated pursuant to the Plan, as set forth in the Solicitation Procedures.²

The Plan, Disclosure Statement, Disclosure Statement Order, and other documents and materials included in the Solicitation Package (except the Ballots) may be obtained from the Debtor’s Administrative Agent, GCG, Inc. (the “Administrative Agent”), by: (a) accessing the Debtor’s restructuring website at <http://www.exiderestructuringinfo.com>, (b) writing to Exide Balloting Center, c/o GCG, Inc., P.O. Box 9985, Dublin, OH 43017-5985; or (c) calling the

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

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

Debtor's restructuring hotline at (888) 985-9831 within the U.S. or Canada or, outside of the U.S. or Canada, (614) 763-6120.

You are receiving this notice because the Debtor's records indicate that you are a counterparty to an Executory Contract or Unexpired Lease with the Debtor that has not been assumed or rejected as of February 4, 2015 (the "Voting Record Date").

PLEASE TAKE FURTHER NOTICE THAT pursuant to Article IX of the Plan, and except as provided for therein, the Debtor seeks authority to automatically reject Executory Contracts and Unexpired Leases as of the Effective Date, pursuant to Bankruptcy Code sections 365 and 1123, unless any such Executory Contract or Unexpired Lease: (a) is listed on the schedule of "Assumed Executory Contracts and Unexpired Leases" contained in Exhibit 9.1 of the Plan; (b) has been previously assumed by the Debtor by Final Order of the Court or has been assumed by the Debtor by order of the Court as of the Effective Date, which order becomes a Final Order after the Effective Date; (c) is the subject of a motion to assume or reject pending as of the Effective Date; (d) is an Executory Contract related to any Intercompany Claim; or (e) is otherwise assumed pursuant to the terms of the Plan.

PLEASE TAKE FURTHER NOTICE THAT unless otherwise provided by a Court order, any proofs of Claim asserting Claims arising from the rejection of the Executory Contracts and Unexpired Leases pursuant to the Plan or otherwise must be filed with the Administrative Agent no later than 30 days after the later of the Effective Date or the effective date of rejection. Any proofs of Claim arising from the rejection of the Executory Contracts or Unexpired Leases that are not timely filed shall be disallowed automatically and forever barred, estopped, and enjoined from assertion and shall not be enforceable against the Debtor or the Reorganized Debtor, without the need for any objection by the Reorganized Debtor or any further notice to or action, order, or approval of the Court, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules or a proof of Claim to the contrary. All Allowed Claims arising from the rejection of the Executory Contracts and Unexpired Leases shall be classified as General Unsecured Claims.

PLEASE TAKE FURTHER NOTICE THAT prior to the Effective Date, the Debtor may amend its decision with respect to the assumption or rejection of any Executory Contract or Unexpired Lease.

PLEASE TAKE FURTHER NOTICE THAT notwithstanding the foregoing, upon the occurrence of the Effective Date, the Executory Contracts and Unexpired Leases identified on the schedule of "Assumed Executory Contracts and Unexpired Leases" contained in Exhibit 9.1 of the Plan shall be assumed, or assumed and assigned, as applicable, in accordance with the terms of the Plan, the expedited procedures for the Debtor to assume or reject Executory Contracts pursuant to the Court's order dated July 10, 2013 (Docket No. 333) (the "Executory Contract Procedures"), and the expedited procedures for the Debtor to assume or reject Unexpired Leases pursuant to the Court's order dated November 13, 2013 (Docket No. 1079) (the "Lease Procedures," and together with the Executory Contract Procedures, the "Assumption and Rejection Procedures"). The Confirmation Order shall constitute an order of the Court approving any such assumptions pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE THAT with respect to each of the Executory Contracts or Unexpired Leases listed on the schedule of “Assumed Executory Contracts and Unexpired Leases” in Exhibit 9.1, the Debtor shall have designated a proposed Cure, and the assumption of such Executory Contract or Unexpired Lease shall be conditioned upon the disposition of all issues with respect to Cure. Such Cure may be negotiated prior to the notice of assumption of any such Executory Contract or Unexpired Lease. Such Cure shall be satisfied by the Debtor or its assignee, if any, by payment of the Cure in Cash within 30 days following the occurrence of the Effective Date or as soon as reasonably practicable thereafter, or on such other terms as may be ordered by the Court or agreed upon by the parties to the applicable Executory Contract or Unexpired Lease without any further notice to or action, order, or approval of the Court. Any provisions or terms of the Executory Contracts or Unexpired Leases to be assumed pursuant to the Plan that are, or may be, alleged to be in default, shall be satisfied solely by Cure, or by an agreed-upon waiver of Cure.

PLEASE TAKE FURTHER NOTICE THAT prior to the Confirmation Hearing and pursuant to the Assumption and Rejection Procedures, the Debtor shall file with the Court and serve upon counterparties to such Executory Contracts and Unexpired Leases a notice of the proposed assumption, or assumed and assigned, as applicable, that will (i) list the applicable Cure, if any, (ii) describe the procedures for filing objections to the proposed assumption or assumption and assignment of the applicable Executory Contract or Unexpired Lease, (iii) describe the procedures for filing objections to the proposed Cure of the applicable Executory Contract or Unexpired Lease, and (iv) explain the process by which related disputes will be resolved by the Court. If no objection is timely received, (x) the non-Debtor party to the Assumed Contract shall be deemed to have consented to the assumption or assumption and assignment of the applicable Executory Contract or Unexpired Lease and shall be forever barred from asserting any objection with regard to such assumption, and (y) the proposed Cure Amount shall be controlling, notwithstanding anything to the contrary in any applicable Executory Contract or Unexpired Lease or other document as of the date of the filing of the Plan, and the non-Debtor party to an applicable Executory Contract or Unexpired Lease shall be deemed to have consented to the Cure Amount and shall be forever barred from asserting, collecting, or seeking to collect any additional amounts relating thereto against the Debtor or the Reorganized Debtor, or the property of any of them. All proposed Cure obligations must be reasonably acceptable to the Required Consenting Creditors and the Requisite Backstop Parties.

PLEASE TAKE FURTHER NOTICE THAT if a proper and timely objection to the Cure Notice or proposed Cure was filed on or before fourteen (14) days after the applicable counterparties were served with Cure Notice (the “Cure Objection Deadline”), the Cure shall be equal to (i) the amount agreed to between the Debtor or Reorganized Debtor and the applicable counterparty, or, (ii) to the extent the Debtor or Reorganized Debtor and counterparty do not reach an agreement regarding any Cure or any other matter related to assumption, the Court shall determine the Allowed amount of such Cure and any related issues. Objections, if any, to the proposed assumption and/or Cure must be in writing, filed with the Court and served in hard-copy form so that they are actually received by the Cure Objection Deadline by the following parties: (collectively, the “Assumption and Rejection Notice 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) 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 Executory Contract or Unexpired Lease and (viii) any other parties in interest who are required to be given notice pursuant to Federal Rule of Bankruptcy Procedure 2002.

If there is a dispute regarding such Cure, the ability of the Reorganized Debtor or any assignee to provide "adequate assurance of future performance" within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption, then payment of Cure shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment), or as may be agreed upon by the Debtor or the Reorganized Debtor, as applicable, and the counterparty to the Executory Contract or Unexpired Lease. The Debtor or the Reorganized Debtor, as applicable, reserves the right either to reject or nullify the assumption of any Executory Contract or Unexpired Lease after a Final Order determining the Cure or any request for adequate assurance of future performance required to assume such Executory Contract or Unexpired Lease is made.

PLEASE TAKE FURTHER NOTICE THAT if an objection to the proposed assumption and/or to the Cure is timely filed and received in accordance with the Assumption and Rejection Procedures, and the parties do not reach a consensual resolution of such objection, a hearing with respect to such objection will be held at the Confirmation Hearing (or at any later hearing scheduled by the Debtor or the Reorganized Debtor). Objections to the proposed Cure Amount or assumption of an executory contract or unexpired lease will not be treated as objections to confirmation of the Plan.

PLEASE TAKE FURTHER NOTICE THAT notwithstanding anything to the contrary herein, prior to the Effective Date, the Debtor may amend its decision with respect to the assumption of any Executory Contract or Unexpired Lease and provide a new notice amending the information provided in the applicable notice, subject to the Assumption and Rejection Procedures. In the case of an Executory Contract or Unexpired Lease designated for assumption that is the subject of a Cure Objection which has not been resolved prior to the Effective Date, the Debtor may designate such Executory Contract or Unexpired Lease for rejection at any time prior to the payment of the Cure.

PLEASE TAKE FURTHER NOTICE THAT neither the exclusion nor inclusion of any contract or lease on Exhibit 9.1 of the Plan, in the Plan Supplement, nor anything contained in the Plan, shall constitute an admission by the Debtor that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that the Reorganized Debtor, or any of its Affiliates, has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtor or the Reorganized Debtor, as applicable, shall have 45 days following entry of a Final Order resolving such dispute to alter its treatment of such contract or lease.

PLEASE TAKE FURTHER NOTICE THAT the treatment of Executory Contracts and Unexpired Leases is more fully described in Article IX of the Plan.

Dated: Wilmington, Delaware
February 5, 2015

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

/s/ Dain A. De Souza

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