

**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. 3423**

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**NOTICE OF (A) ENTRY OF ORDER CONFIRMING
FOURTH AMENDED PLAN OF REORGANIZATION OF EXIDE TECHNOLOGIES ,
(B) OCCURRENCE OF EFFECTIVE DATE, AND (C) CERTAIN DEADLINES**

PLEASE TAKE NOTICE that on March 27, 2015, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered an order (the “Confirmation Order”) [Docket No. 3423] confirming the Fourth Amended Plan of Reorganization of Exide Technologies (the “Plan”),² a copy of which is attached to the Confirmation Order as Exhibit A. Copies of the Confirmation Order and the Plan, together with all pleadings and orders of the Bankruptcy Court in the above-captioned chapter 11 case, are publicly available by accessing the Bankruptcy Court’s website, <http://www.deb.uscourts.gov>, for a nominal charge (a PACER account is required), or by accessing the website of the Debtor’s claims, noticing and balloting agent, Garden City Group, LLC (the “Administrative Agent”), <http://www.exiderestructuringinfo.com>, free of charge.

PLEASE TAKE FURTHER NOTICE that on April 30, 2015, the Effective Date of the Plan occurred. All conditions precedent to consummation of the Plan set forth in Article XIII have either been satisfied or waived in accordance with the Plan and the Confirmation Order.

PLEASE TAKE FURTHER NOTICE that, except as set forth in the Plan or the Confirmation Order, all requests for payment of an Administrative Claim must be filed with the Administrative Agent on or before the date that is 30 days after the Effective Date.

PLEASE TAKE FURTHER NOTICE that all final requests for payment of Professional Claims for services rendered to the Debtor from the Petition Date through and

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 used but not defined herein shall have the meanings ascribed to them in the Plan.

including March 27, 2015 shall be filed with the Bankruptcy Court on or before the date that is 60 days after the Effective Date.

PLEASE TAKE FURTHER NOTICE pursuant to Article IX of the Plan, unless an 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, such Executory Contract or Unexpired Lease is deemed automatically rejected as of the Effective Date.

PLEASE TAKE FURTHER NOTICE that, unless otherwise provided by a Bankruptcy 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 Claims and Solicitation Agent no later than 30 days after the later of the Effective Date or the effective date of rejection.

PLEASE TAKE FURTHER NOTICE that, pursuant to Article IX, except as otherwise set forth in the Plan or Confirmation Order, each Executory Contract or Unexpired Lease listed on the schedule of “Assumed Executory Contracts and Unexpired Leases” in Exhibit 9.1 of the Plan are deemed assumed as of the Effective Date, and shall be assumed, or assumed and assigned, as applicable, and shall vest in and be fully enforceable by the Reorganized Debtor or its assignee in accordance with its terms, except as modified by the provisions of this Plan or any order of the Bankruptcy Court authorizing or providing for its assumption or applicable federal law. Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated pursuant to the Plan. The Confirmation Order shall constitute an order of the Bankruptcy Court approving any such assumptions pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that, pursuant to Article IX, except as otherwise set forth in the Plan or Confirmation Order, those Executory Contracts and/or Unexpired Leases listed on Exhibit 9.1-2 of the Plan shall not be deemed assumed or assumed and assigned, absent agreement between the applicable counterparty and the Debtor, or Reorganized Debtor (as applicable), or upon further order of the Court. Pursuant to Section 9.5(c) of the Plan, if the applicable parties do not reach a consensual resolution of the Cure, then a hearing with respect to such Cure shall be scheduled for an available hearing date following 21 days’ notice, to the applicable counterparty provided by the Debtor or the Reorganized Debtor (as applicable), or such other date as may be agreed upon, subject to further adjournment by the Debtor or Reorganized Debtor (as applicable) upon notice to the Court. Pursuant to Section 9.5(d) of the Plan, if the Cure dispute with respect to Executory Contracts and/or Unexpired Leases listed on Exhibit 9.1-2 of the Plan is not resolved by the Effective Date, the Debtor or

Reorganized Debtor (as applicable), may designate any such contract for rejection at any time prior to the payment of the Cure. The rights of the Debtor or the Reorganized Debtor, as applicable, are reserved either to reject or nullify the assumption of any Executory Contract or Unexpired Lease after a Final Order determining the Cure to assume such Executory Contract or Unexpired Lease is made. Any such rejection shall be deemed to be as of the Effective Date, and the counterparty to such rejected Executory Contract or Unexpired Lease shall have the right to assert any Claim on account of such rejection in accordance with the procedures set forth in the Plan.

PLEASE TAKE FURTHER NOTICE that, unless a counterparty to an assumed Executory Contract or Unexpired Lease filed a proper and timely objection to the Cure Notice or proposed Cure on or before fourteen (14) days after the applicable counterparty was served with a Cure Notice, such counterparty 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.

Dated: Wilmington, Delaware
April 30, 2015

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

/s/ Dain A. De Souza

Anthony W. Clark (I.D. No. 2051)
Dain A. De Souza (I.D. No. 5737)
One Rodney Square
P.O. Box 636
Wilmington, Delaware 19899-0636
Telephone: (302) 651-3000
Fax: (302) 651-3001

- and -

Kenneth S. Ziman
J. Eric Ivester
Four Times Square
New York, New York 10036-6522
Telephone: (212) 735-3000
Fax: (212) 735-2000

- and -

James J. Mazza, Jr.
155 N. Wacker Dr.
Chicago, Illinois 60606
Telephone: (312) 407-0700
Fax: (312) 407-0411

Counsel for Debtor and Debtor in Possession