IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
EXIDE TECHNOLOGIES, et al. [1],	)	Case No. 02-11125 (JCA)
	)	(Jointly Administered)
Debtors.	)	

Objection Deadline: May 3, 2002 at 4:00 PM
Hearing Date: May 9, 2002 at 1:30 PM

NOTICE OF ENTRY OF INTERIM ORDER AND FINAL HEARING ON MOTION FOR INTERIM AND FINAL ORDERS (I) AUTHORIZING DEBTORS TO OBTAIN POSTPETITION FINANCING PURSUANT TO BANKRUPTCY CODE §§ 105, 361, 362, 363, 364(C)(1), 364(C)(2), 364(C)(3) AND 364(D)(1), AND (II) AUTHORIZING DEBTORS TO UTILIZE CASH COLLATERAL PURSUANT TO BANKRUPTCY CODE § 363, (III) GRANTING ADEQUATE PROTECTION TO PREPETITION SECURED LENDERS PURSUANT TO BANKRUPTCY CODE §§ 361, 362 AND 363 AND (IV) SCHEDULING FINAL HEARING PURSUANT TO BANKRUPTCY RULE 4001(C)

TO: The Office of the United States Trustee; Debtors' (40) largest Unsecured Creditors; the counsel for Pre-Petition Lenders; the counsel for the Post Petition Lenders; counsel for the Informal Committee of Noteholders; and Parties requesting notice pursuant to Bankruptcy Rule 2002.

The above-captioned debtors and debtors in possession (the "Debtors") filed their *Motion for Interim and Final Orders (I) Authorizing Debtors to Obtain Postpetition Financing Pursuant to Bankruptcy Code §§ 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3) and 364(d)(1), and (II) Authorizing Debtors to Utilize Cash Collateral Pursuant to Bankruptcy Code § 363, (III) Granting Adequate Protection to Prepetition Secured Lenders Pursuant to Bankruptcy Code §§ 361, 362 and 363 and (IV) Scheduling Final Hearing Pursuant to Bankruptcy Rule 4001(c)* (the "DIP Financing Motion"), a copy of which is attached hereto as

[1] The Debtors in these proceedings are: Exide Technologies f/k/a Exide Corporation; Exide Delaware, L.L.C.; Exide Illinois, Inc. and RBD Liquidation, L.L.C.

Exhibit A. On April 17, 2002, the Court signed an interim order on the DIP Financing Motion (the "Interim Order"). A copy of the Interim Order is attached hereto as Exhibit B. A copy of the Post-Petition Credit Agreement referred to in the Interim Order is available upon request made to the undersigned counsel.

OBJECTIONS TO ENTRY OF A FINAL ORDER ON THE DIP FINANCING MOTION, IF ANY, MUST BE IN WRITING AND FILED WITH THE BANKRUPTCY COURT AND SERVED UPON THE DEBTORS' PROPOSED CO-COUNSEL AT THE ADDRESSES SET FORTH BELOW SO AS TO BE RECEIVED NO LATER THAN 4:00 P.M. EASTERN TIME ON MAY 3, 2002.

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ON MAY 9, 2002 AT 1:30 P.M. EASTERN TIME A FINAL HEARING ON THE DIP FINANCING MOTION WILL BE HELD BEFORE THE HONORABLE JOHN C. AKARD, IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, LOCATED AT THE J. CALEB BOGGS FEDERAL BUILDING, 844 KING STREET, COURTROOM 2B, WILMINGTON, DE 19801.

Dated: April 18, 2002

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-and-

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[Proposed] Co-Counsel for the
Debtors and Debtors in Possession

EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
EXIDE TECHNOLOGIES, et al.,[1]	)	Case No. 02-11125 (___)
	)	(Jointly Administered)
Debtors.	)	

EMERGENCY MOTION FOR INTERIM AND FINAL ORDERS (I) AUTHORIZING DEBTORS TO ENTER INTO POST-PETITION CREDIT AGREEMENT AND OBTAIN POST-PETITION FINANCING PURSUANT TO SECTIONS 363 AND 364 OF THE BANKRUPTCY CODE AND (II) AUTHORIZING DEBTORS TO UTILIZE CASH COLLATERAL OF PREPETITION LENDERS PURSUANT TO BANKRUPTCY CODE § 363, (III) GRANTING ADEQUATE PROTECTION TO PREPETITION SECURED LENDERS PURSUANT TO BANKRUPTCY CODE §§ 361, 362 AND 363 AND (IV) SCHEDULING FINAL HEARING PURSUANT TO BANKRUPTCY RULE 4001(c)

Exide Technologies and certain of its domestic subsidiaries, each as debtors and debtors in possession (hereinafter referred to collectively as the "Debtors") in the above-captioned jointly administered bankruptcy cases, hereby move this Court (the "Motion") for entry of interim and final orders (a) authorizing the Debtors pursuant to sections 361, 363, 364, and 503 of title 11 of the United States Code (the "Bankruptcy Code") and Rule 4001 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") to obtain credit on the terms and conditions set forth herein and more specifically in the Secured Super-Priority Debtor in Possession Credit Agreement (the "Post-Petition Credit Agreement")[2] by and between the Debtors on the one hand and Citicorp USA, Inc. as Administrative and Collateral Monitoring Agent for itself and each of the other lenders from time to time that are parties to the Post-

1 The Debtors in these proceedings are: Exide Technologies f/k/a Exide Corporation; Exide Delaware, L.L.C.; Exide Illinois, Inc. and RBD Liquidation, L.L.C.

2 Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Post-Petition Credit Agreement.

Petition Credit Agreement ("CUSA" or the "Post-Petition Agent" and collectively, with the Lenders and Issuers, the "Post-Petition Lenders"), substantially in the form of the copy attached as Exhibit A to the Interim Order (as defined below) and any related documents now or at any time required to be delivered thereby (the Post-Petition Credit Agreement and such related documents are herein referred to as the "Post-Petition Financing Documents") and in accordance with this Court's interim order (the "Interim Order") attached hereto as Exhibit A and final order (the "Final Order") on this Motion (the "Interim Order" and the "Final Order," together with the Post-Petition Credit Agreement, and hereinafter referred to as the "Post-Petition Financing"); (b) authorizing the Debtors' use of cash collateral of their Pre-Petition Lenders (defined below); (c) granting adequate protection to the Pre-Petition Lenders; and (d) granting related relief. In support of this Motion, the Debtors respectfully represent as follows:

Jurisdiction

1. This Court has jurisdiction over this Motion under 28 U.S.C. §§ 157, and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A), (D), (M), and (O).

2. Venue of these cases and this Motion is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory predicates for the relief requested herein are sections 361, 363, 364, and 503 of title 11 of the United States Code (the "Bankruptcy Code").

4. As there are no novel issues of law presented herein, the Debtors waive their right to file a brief in support of the Motion pursuant to D. DEL. LR 7.1.2(A), incorporated

by reference into the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware by DEL. BANKR. LR 1001-(B). Because of the nature of the relief requested in this Motion, the Debtors assert that no briefing is required.

Background

5. On April 15, 2002 (the "Petition Date"), each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases"). The Debtors continue in possession of their properties and are operating and managing their businesses as debtors and debtors in possession pursuant to Bankruptcy Code §§ 1107(a) and 1108.

6. No request has been made for the appointment of a trustee or examiner, and no official committee of creditors has been established in these cases.

Description of the Debtors

7. The Debtors and their non-debtor subsidiaries and affiliates[3] (collectively, "Exide") are the world-wide leading manufacturer and distributor of lead acid batteries and other related electrical energy storage products. Exide manufactures and distributes industrial and transportation batteries in North America, Europe, Asia, the Middle East, India, Australia, and New Zealand. As a result of recent acquisitions discussed below, Exide Technologies (formerly known as Exide Corporation) is the largest lead battery manufacturer in the world.

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3 Debtor Exide Technologies has European, Asian, Australian and New Zealand subsidiaries that are non-debtors and that conduct their operations throughout the world. None of Exide's direct or indirect foreign subsidiaries are debtors in the Chapter 11 Cases or in any related bankruptcy, reorganization, or liquidation proceeding.

8. Exide's industrial batteries consist of motive power batteries, such as those for use in fork-lift trucks and other electrical vehicles, and network power batteries used for back-up power applications primarily for telecommunications and computer data centers. Exide distributes and markets its transportation batteries to a broad range of retailers, distributors of replacement or after-market batteries, and automotive original equipment manufacturers.

9. The Debtors have nineteen (19) manufacturing facilities in the United States and employ approximately 6,500 persons as of the Petition Date.

10. As of March 31, 2001, the Debtors, together with their non-debtor subsidiaries and affiliates, had consolidated assets with a net-book value of $2.1 billion and consolidated liabilities with a net-book value of $2.5 billion. Exide's net sales for fiscal year ending March 31, 2001, were approximately $2.4 billion and are projected to be $2.5 billion for fiscal year ending March 31, 2002.

Corporate History and Structure of the Debtors

11. A chart setting forth the Debtors' corporate structure is annexed as Exhibit "A" to the Affidavit of Lisa Donahue, Chief Financial Officer and Chief Restructuring Officer of Exide Technologies, in Support of First Day Motions (the "Donahue Affidavit").

12. Debtor Exide Technologies is a Delaware corporation organized in 1966 and is a successor in interest to a New Jersey corporation originally founded in 1888. Exide's principal executive offices are located in Princeton, New Jersey. On August 10, 2001, Exide Technologies changed its name from Exide Corporation. Exide Technologies is the parent corporation of seven (7) direct North American subsidiaries three of which are also Chapter 11

debtors. Exide Technologies' common stock was historically traded on the New York Stock Exchange until February 15, 2002, when it was delisted. At present, the stock is now trading on the OTC Bulletin Board under the symbol "EXDT."

13. Three of the Debtors have little or no operations: (a) Exide Illinois, Inc., (b) Exide Delaware, L.L.C. and (c) RBD Liquidation, L.L.C.

14. On April 9, 2002, Exide Technologies and RBD Liquidation, L.L.C. f/k/a Royal Battery Distributors, L.L.C. ("RBD") completed the sale of all RBD's assets to an unrelated third party for $1,670,117.00 in cash paid at closing. In connection with the closing of the transaction, RBD filed a certificate of amendment with the Delaware Secretary of State changing its name to RBD Liquidation, L.L.C.

Description of Debtors' Indebtedness

15. As of March 31, 2001, the Debtors owed approximately $1,345 million to creditors including but not limited to: (a) not less than $430.4 million of secured debt owed to certain pre-petition lenders (excluding issued and undrawn letters of credit and the obligations of the non-debtor foreign subsidiaries of Exide in respect of which Exide and certain of its Debtor subsidiaries have issued secured guarantees), (b) $149 million of ordinary course trade payables, (c) $178 million under capitalized and operating leases, and (d) approximately $620 million of general unsecured debt excluding the amount described in clause (b) above which includes (i) $300 million of Senior Notes issued by Exide Technologies and (ii) approximately $318 million (accreted value) of 2.9% Convertible Senior Subordinated Notes issued by Exide Technologies.

A. The Secured Bank Debt

16. On December 19, 1997, Exide entered into a Credit and Guarantee Agreement with a group of banks including Credit Suisse First Boston as administrative agent (collectively, the "Pre-Petition Credit Agreement Lenders"). On September 29, 2000, the Credit and Guarantee Agreement was amended for the primary purpose of providing additional financing for the purchase price to be paid by Exide in connection with the acquisition of GNB. The Credit and Guarantee Agreement was subsequently amended from time to time (together, the Credit and Guarantee Agreement and all amendments are referred to as the "Pre-Petition Credit Agreement").

17. The Pre-Petition Credit Agreement has three borrowing tranches: (a) a $150 million Term A loan; (b) a $500 million Term B loan; and (c) a $250 million revolving credit facility (the "Revolving Facility"). The Revolving Facility includes a sub-facility for the issuance of up to $50 million of letters of credit. Debtor Exide Technologies is a borrower under the Pre-Petition Credit Agreement. Certain foreign, non-debtor subsidiaries of Exide are also borrowers under the Pre-Petition Credit Agreement. In addition, Debtor Exide Technologies and its subsidiaries, Debtors Exide Delaware, L.L.C. and RBD Liquidation, L.L.C. (together the "Domestic Debtor Subsidiaries") and non-debtor GNB Battery Technologies Japan, L.L.C. (together with the Domestic Debtor Subsidiaries, the "Domestic Subsidiary Guarantors") have guaranteed, subject in the case of the Domestic Subsidiary Guarantors to certain limitations set forth in Section 10.1 of the Pre-Petition Credit Agreement, all of the borrowings and other obligations of certain foreign, non-debtor subsidiaries of Exide Technologies which are also

borrowers under the Pre-Petition Credit Agreement. The Domestic Subsidiary Guarantors have also guaranteed, subject to certain limitations set forth in Section 10.1 of the Pre-Petition Credit Agreement, all of the borrowings and other obligations of Debtor Exide Technologies under the Pre-Petition Credit Agreement.

18. Pursuant to that certain letter agreement, dated October 20, 2000 (the "Pre-Petition Swap Agreement," and together with the Pre-Petition Credit Agreement documents, the "Pre-Petition Financing Documents"), Exide entered into a $60 million two-year interest swap with Bank One, Michigan (together with the Pre-Petition Credit Agreement Lenders, the "Pre-Petition Lenders"). Bank One, Michigan asserts a termination claim arising in connection with the Pre-Petition Swap Agreement (the "Termination Claim"). The Debtors reserve all rights with respect to the validity amount, or extent of the Termination Claim.

19. The Termination Claim (subject to reservation of the Debtors' rights) and the indebtedness under the Pre-Petition Credit Agreement and all related obligations (collectively, the "Pre-Petition Bank Obligations") are secured by: (i) substantially all the assets of Exide Technologies and the Domestic Subsidiary Guarantors; (ii) limited assets of certain foreign subsidiaries; and (iii) pledged stock of certain foreign subsidiaries of Exide Technologies. As of the Petition Date, the outstanding aggregate principal amount of the Pre-Petition Bank Obligations was not less than approximately $692.6 million and issued and undrawn letters of credit having an aggregate maximum exposure of approximately $31.95 million.

20. The Pre-Petition Credit Agreement contains certain financial covenants. Exide has obtained waivers from the Pre-Petition Lenders with respect to non-compliance with certain of these covenants as described more fully below.

B. The Unsecured Bond Debt

21. The Debtors' general unsecured debt includes (a) $300 million of 10% Senior Notes issued by Exide Technologies in April 1995 (the "Senior Notes") and (b) 2.9% Convertible Senior Subordinated Notes issued by Exide Technologies with an original face amount of approximately $397 million issued in December 1995 (the "Subordinated Notes").

22. The Senior Notes have an aggregate outstanding principal amount equal to $300 million. Interest on the Senior Notes is payable in cash on April 15 and October 15 of each year. The Senior Notes are unsecured senior obligations of Exide Technologies and are not guaranteed by any domestic or foreign subsidiaries.

23. As of December 31, 2001, the Subordinated Notes have an aggregate, accreted, outstanding amount equal to $318 million. Cash interest on the Subordinated Notes is payable on June 15 and December 15 of each year. The Subordinated Notes are subordinated obligations of Exide Technologies and are not guaranteed by any domestic or foreign subsidiaries, and rank junior to the Pre-Petition Bank Obligations and the Senior Notes and are senior to, or *pari passu* with, all other indebtedness of the Debtors.

24. In 2001, the Debtors began preliminary discussions concerning the status of the company with an ad hoc committee of certain large holders of the Senior and Subordinated Notes (the "Informal Committee of Noteholders"). The Informal Committee of Noteholders has

retained counsel and financial advisers and Exide has been cooperating with due diligence requests from this constituency.

C. The U.S. Securitization

25. In addition to its secured credit and unsecured debt facilities, the Debtors also participate in a securitization facility with respect to its domestic receivables (the "U.S. Securitization Facility").[4] Under this facility, Exide sells certain receivables on a continuous basis to Exide U.S. Funding Corportion, a non-debtor affiliate. Exide U.S. Funding resells such receivables to a third-party. The maximum amount that may be outstanding under the U.S. Securitization Facility at any point in time is $200 million.

26. In the month preceding the Petition Date, because the Debtors are fully drawn on their other credit facilities, the U.S. Securitization Facility has been the only material source of liquidity for the Debtors' operations.

Factors Leading to the Commencement of the Debtors' Chapter 11 Cases

27. Lead acid batteries are manufactured, distributed and marketed in a highly competitive environment. Beginning in mid-2001, the Debtors experienced increased competitive pressures and a downturn in general economic conditions, shrinking sales in the battery manufacturing industry, and raw material price increases. These factors, combined with an overhead structure that was not adjusted to reflect declining trends, created downward pressure on earnings.

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4 Exide has also established a separate $175 million securitization facility for its foreign subsidiaries.

28. As a result, during the fourth calendar quarter of 2001, the Debtors determined that they would not be able to comply with certain financial covenants in the Pre-Petition Credit Agreement. To address these problems, the Debtor Exide negotiated with the Pre-Petition Secured Lenders the Third Amendment and Waiver to the Pre-Petition Credit Agreement and other loan documents dated December 28, 2001. In the Third Amendment, the Pre-Petition Secured Lenders waived Exide's compliance with certain covenants and any defaults resulting from such non-compliance through April 12, 2002.

29. During March of 2002, the Debtors determined that they would not be able to make the payments of principal and interest due on March 28 and April 4, 2002 respectively. To address these problems, the Debtors negotiated with the Pre-Petition Lenders the Fourth Amendment and Waiver to the Pre-Petition Credit Agreement dated March 28, 2002. In the Fourth Amendment, the Pre-Petition Lenders extended the due date for such payments to April 15, 2002. The Pre-Petition Lenders' waiver of Debtors' compliance with certain covenants and any defaults resulting from such non-compliance was extended through April 15, 2002.

30. Moreover, an approximately $15 million interest payment on the Senior Notes was due on April 15, 2002. Notwithstanding the Debtors' efforts to improve liquidity, the Debtors did not have sufficient funds to make this interest payment. The Debtors' default on the Senior Notes would result in cross-default in the U.S. Securitization Facility, effectively eliminating the Debtors' last source of cash to operate.

31. After consideration of all reasonably available alternatives, and in light of the Debtors' liquidity crisis, the Debtors determined that the voluntary commencement of these

Chapter 11 Cases would provide them with sufficient breathing space to enable them to restructure their financial affairs and reorganize their businesses for the benefit of all their creditors.

Relief Requested

32. As previously stated, prior to the commencement of these cases, the Pre-Petition Lenders provided the Debtors with certain financial accommodations including a revolving line of credit and two term loan facilities pursuant to the Pre-Petition Credit Agreement.

33. Through this Motion, the Debtors request on an emergency basis authority to enter the Post-Petition Credit Agreement to obtain approximately $250 million of revolving credit and term loans. The Debtors are also requesting authority to use cash collateral of the Pre-Petition Lenders and authority for the Debtors who are parties to the Pre-Petition Credit Agreement (namely, Exide, Exide Delaware, L.L.C. and RBD Liquidation, L.L.C. (collectively, the "Adequate Protection Debtors")) to provide adequate protection to the Pre-Petition Agent and the Pre-Petition Lenders, including making certain adequate protection payments to the Pre-Petition Lenders subject to a Liquidity Test. Absent the funds to be advanced under the Post-Petition Credit Agreement and the use of the Pre-Petition Lenders' cash collateral, the Debtors would be unable to continue to operate their businesses and would have to cease operations to the detriment of all parties in these cases. The Debtors hereby request authority to borrow up to $200 million in new advances on an interim basis pending the Final Hearing.

34. The indebtedness under the Post-Petition Credit Agreement will consist of approximately $250 million subject to a borrowing base composed of (i) a $175 million revolving credit and letters of credit facility and (ii) up to $75 million of term loans (the "Post-Petition Indebtedness"). In addition to the Debtors, certain domestic non-debtor subsidiaries are also borrowers and guarantors under the Post-Petition Credit Agreement. An integral part of the Post-Petition Credit Agreement is a non-amortizing revolving credit facility made available to Exide by which Exide may borrow and advance funds through intercompany loans to certain of its foreign subsidiaries up to $50 million (the "Foreign Intercompany Loans"). Such Foreign Intercompany Loans will be evidenced by secured guarantees that will be pledged to the Post-Petition Lenders.

35. The obligations under the Post-Petition Credit Agreement will (x) have a superpriority administrative claim under section 364(c)(1) of the Bankruptcy Code (subject to the Carve-Out, defined below) and (y) be secured by all of the prepetition and postpetition tangible and intangible assets of the Debtors (the "Collateral"). The liens to be granted to the Post-Petition Lenders to secure obligations under the Post-Petition Credit Agreement include a priming lien pursuant to section 364(d) of the Bankruptcy Code on the Pre-Petition Lenders' valid, existing, unavoidable liens or security interests and junior liens on property that is encumbered by liens other than the liens of the Pre-Petition Lenders.

36. The liens to be granted to the Post-Petition Lenders do <u>not</u> prime any liens or security interests existing on the Petition Date that are senior to the security interests and liens held by the Pre-Petition Lenders. The liens granted to the Post-Petition Lenders are expressly

junior and subordinate to: (1) liens and security interests in existence on the Petition Date to the extent such security interests and liens are equal or senior to liens held by the Pre-Petition Lenders and (2) certain funds designated for payment of professionals up to $5 million plus accrued and unpaid fees, any trustee appointed in these cases, any examiner appointed in these cases, or the U.S. Trustee fees (as described more fully in the Post-Petition Credit Agreement, the "Carve-Out").

37. The Pre-Petition Lenders will receive as adequate protection for the priming liens and use of their cash collateral: (i) liens on all Collateral of the Debtors including an interest in cash and cash equivalent proceeds of the Pre-Petition Collateral that constitutes cash collateral under section 363 of the Bankruptcy Code and (ii) upon entry of the Final Order, liens on actions for preferences, fraudulent conveyances, and other avoidance power claims and any recoveries under sections 544, 545, 547, and 548 of the Bankruptcy Code), to secure an amount of Pre-Petition Indebtedness equal to the sum (the "Adequate Protection Obligations") of, without duplication (x) the aggregate reduction in the amount of the Pre-Petition Collateral available to satisfy the Pre-Petition Indebtedness as a consequence of the proposed priming of the Pre-Petition Lenders' Liens (y) the aggregate diminution, if any, subsequent to the Petition Date, in the value of the Pre-Petition Collateral, whether by the depreciation, use, sale, loss, decline in market price or otherwise and (z) the sum of the aggregate amount of all cash proceeds of the Pre-Petition Collateral and the aggregate fair market value of all non-cash Pre-Petition Collateral which is applied in accordance with this Order or otherwise in payment of the Post-Petition Indebtedness, previously created Adequate Protection Obligations or any other

obligations or expenses of the Debtors other than the Pre-Petition Indebtedness. The Adequate Protection Obligations shall be allocated pro rata to the Pre-Petition Indebtedness. The Adequate Protection Liens are (a) subject only to (i) the Post-Petition Liens, (ii) the Carve-Out, and (iii) the senior liens, and (b) senior and superior pursuant to section 364(d) of the Bankruptcy Code to the (i) Pre-Petition Liens and (ii) all present and future liens in and to the Post-Petition Collateral other than the Post-Petition Liens.

38. As additional adequate protection, subject to the satisfaction of a liquidity test (the "Liquidity Test"), the Debtors shall pay to the Pre-Petition Agent, for the benefit of the Pre-Petition Lenders, payments on a monthly basis equal to the sum of (i)(a) interest with respect to the Loans (as defined in the Pre-Petition Credit Agreement) made to, and the aggregate amount of unreimbursed drawings under letters of credit issued for the account of, Exide, and (b) letter of credit fees with respect to letters of credit issued for the account of Exide (including any interest and fees that have accrued and are unpaid as of the Petition Date), in each case arising under or related to the Pre-Petition Credit Agreement at the applicable non-default contract rates provided for in the Pre-Petition Credit Agreement, and (ii) interest on the Termination Claim at a rate equal to the average weighted rate of interest and letter of credit fees pursuant to clause (i)(a) above subject to the Debtors' reservation of rights to contest such claim (collectively, the "Adequate Protection Payments").

Emergency Need For Financing

39. This Motion is brought on an emergency basis in light of the immediate and irreparable harm that would be suffered by the Debtors' bankruptcy estates if the Debtors

were denied the financing desperately needed to sustain on-going business operations. The Debtors are manufacturing batteries and battery related products for current orders and delivery which will generate revenue needed to continue operations. However, the Debtors do not have liquidity sources available to continue operations, absent approval of this financing. The Debtors need immediate financing to pay expenses in connection with the manufacturing process, to pay the employees who manufacture and sell the product, and to pay suppliers who provide component parts and raw materials for the product. In the absence of suitable debtor in possession financing, the Debtors would be compelled to terminate their business operations immediately - to the material detriment of creditors, employees and other parties in interest. The Debtors require immediate approval of the Post-Petition Financing and cash collateral arrangements contemplated in the Post-Petition Credit Agreement to successfully prosecute their Chapter 11 Cases.

40. The Post-Petition Credit Agreement provides the Debtors with funding needed to operate and maintain their businesses and to pay critical expenses during the pendency of their Chapter 11 Cases. In order to maximize the Debtors' ability to successfully rehabilitate their businesses and to preserve the going concern value of the Debtors' businesses, it is critical that there be no drastic disruption in the Debtors' operations. The Debtors are unable to obtain financing as unsecured credit pursuant to Bankruptcy Code §§ 364(a) or (b) allowable as an administrative expense under Bankruptcy Code § 503(b)(1), or secured credit pursuant to Bankruptcy Code § 364(c), on more favorable terms from other sources. Accordingly, pursuant to the Post-Petition Credit Agreement, the Post-Petition Lenders agreed to provide funding

needed to sustain the Debtors' business operations. In exchange, the Post-Petition Credit Agreement provides the Post-Petition Lenders with reasonable protections given the circumstances of the Debtors' bankruptcy cases.

41. Because the Post-Petition Financing includes a revolving line of credit, the Debtors also require use of cash collateral to repay the obligations to the Post-Petition Lenders. The Pre-Petition Lenders have unanimously consented to the use of cash collateral provided that the Pre-Petition Lenders receive adequate protection in the form of the cash payments, certain replacement liens, and superpriority administrative claims as set forth in the proposed form of order.

42. Denial of the Motion would not benefit any creditor constituency, but will cause irreparable harm to the Debtors' business operations and threaten the Debtors' ability to reorganize. The Debtors therefore respectfully request that the Court immediately schedule a hearing on the Motion and that the Motion be granted.

Description of the Terms of the Post-Petition Credit Agreement

Summary

43. The following chart summarizes the key components of the Post-Petition Credit Facility:

Provision	Description	Reference
Borrowers:	Exide Technologies f/k/a Exide Corporation (the Company) and certain affiliated debtors and debtors in possession.	Post-Petition Credit Agreement, p.1
Guarantors:	Exide and all Foreign and Domestic Guarantors. The Domestic Guarantors appear as signatories to Post-Petition Credit Agreement, whereas the Foreign Guarantors are all Foreign Subsidiaries of the Company party to a Foreign Guarantee agreement.	Post-Petition Credit Agreement, pp. 1, 12, 27, 29
Lenders:	Citicorp USA, Inc., as Administrative and Collateral Monitoring Agent, with each financial institution or other entity currently a signatory to the Post-Petition Credit Agreement or who from time to time becomes a party to such agreement.	Post-Petition Credit Agreement, p.1
Issuers:	Issuer means each Lender or Affiliate of a Lender currently a signatory to the Post-Petition Credit Agreement as an "Issuer", or who from time to time becomes an Issuer with the approval of the Administrative Agent and the Company.	Post-Petition Credit Agreement, p.1
Administrative and Collateral Agent:	Citicorp USA, Inc., as Administrative and Collateral Agent for the Issuers and Lenders	Post-Petition Credit Agreement, p.1
Lead Arranger and Sole Book Manager:	Salomon Smith Barney Inc. ("SSB" and together with Citicorp, the "Arrangers")	Post-Petition Credit Agreement, definition of Borrower and Lead Arranger, pp.4, 34

Provision	Description	Reference
The Post-Petition Facilities	• Pending entry of the Final Order, Interim Financing shall be made available in an amount not to exceed $200,000,000, of which no more than $125,000,000 may consist of Revolving Loans • A secured super-priority revolving credit and letter of credit facility of up to $175,000,000, of which (a) $65,000,000 shall be available for intercompany loans to foreign subsidiaries of the Debtor, subject to Domestic Availability, (b) $40,000,000 shall be available for the issuance of letters of credit for the benefit of certain domestic and foreign subsidiaries, subject to Domestic Availability and (c) $50,000,000 shall be available to the Debtor for intercompany loans to foreign subsidiaries of the Debtor, subject to Euro Availability. • A secured senior term loan facility in an aggregate principal amount not to exceed $75,000,000, subject to Domestic Availability.	Post-Petition Credit Agreement, pp.1, 47-56
Domestic Availability:	The aggregate availability under the U.S. Facilities (Domestic Availability) is a function of the Domestic Borrowing Base minus the Domestic Availability Reserves. The Domestic Borrowing Base is calculated by taking the values of Eligible Domestic Receivables, Eligible Domestic Inventory, Eligible Domestic Equipment and Eligible Domestic Real Property of the Borrowers, multiplying each value by an advance rate, and then adding together these component values to determine the maximum amount available for borrowing. Finally, the Domestic Borrowing Base value is reduced by the Domestic Availability Reserves, which are dollar amounts set aside by the Collateral Monitoring Agent to preserve the value of Collateral or to provide for the payment of unanticipated liabilities of any loan party.	Post-Petition Credit Agreement, pp.10-11

Provision	Description	Reference
Foreign Availability:	Similar to the calculations for Domestic Availability, the aggregate Foreign Availability is derived by calculating the Foreign Borrowing Base and subtracting the Foreign Availability Reserves. The Foreign Borrowing Base is similarly derived by taking the values of Eligible Foreign Receivables, Eligible Foreign Inventory, Eligible Foreign Equipment and Eligible Foreign Real Property, multiplying each value by a Foreign Advance Rate, and then adding the values together to determine the maximum amount available for borrowing. Similarly, the Foreign Borrowing Base value is reduced by Foreign Availability Reserves, again determined in the discretion of the Collateral Monitoring Agent.	Post-Petition Credit Agreement, pp.26-27
Purpose:	Proceeds of the Post-Petition Loans under the Post-Petition Facilities will be used solely as follows: (i) to fund post-petition operating expenses of the Borrowers and their respective Domestic Subsidiaries; (ii) to pay Permitted Pre-Petition Claim Payments, Adequate Protection Payments, and certain other costs and expenses of administration of the Cases; (iii) for working capital, capital expenditures and other general corporate purposes; (iv) to make permitted Foreign Intercompany Loans to Foreign Subsidiaries of the Company; (v) to refinance and restructure in full all indebtedness outstanding under the Domestic Receivables Facility; and (vi) to fund fees and expenses incurred in connection with the Restructuring.	Post-Petition Credit Agreement, section 4.12 "Use of Proceeds", pp.83-84
Maximum Amount	$250,000,000 total • Super-priority revolving credit and letter of credit facility: $175,000,000 • Term facility: $75,000,000 • Swing loans: in discretion of lender, due in 7 days, can be for up to the lesser of $20,000,000 and the swing lender's ratable portion of Domestic Available Credit or Foreign Available Credit, as the case may be, at such time.	Post-Petition Credit Agreement, pp.1, 32, 50-56

Provision	Description	Reference
Term:	Scheduled termination date is earliest of (i) the date of termination of the Commitments under the Post-Petition Credit Agreement; (ii) the date on which the Obligations become due and payable pursuant to section 9.2 of the Post-Petition Credit Agreement; (iii) the effective date of a plan entered by the Bankruptcy Court; and (iv) 30 days prior to the final maturity of any principal obligations under the pre-petition facility.	Post-Petition Credit Agreement: definition of "scheduled termination date", p.42
Unused Commitment Fee:	Commitment fee based on actual daily amount by which the Revolving Credit Commitment of such Lender exceeds such Lender's Ratable Portion of the sum of (i) the Revolving Credit outstanding and (ii) the outstanding amount of the letter of credit obligations.	Post-Petition Credit Agreement: section 2.12(a), p.61 Interim Order: ¶ 23
Letter of Credit Fees:	The Borrowers have agreed to pay certain amounts with respect to Letters of Credit issued by any Issuer, including (i) an issuance fee equal to .50% per annum of the maximum amount available to be drawn under such Letter of Credit; and (ii) fees to cover certain documentary and processing charges incurred by the Issuers.	Post-Petition Credit Agreement: section 2.12(b), p.62 Interim Order: ¶ 23
Additional Fees:	The company has agreed to pay the Administrative Agent and the Arrangers additional fees, the amount and dates of payment of which are embodied in Fee Letters.	Post-Petition Credit Agreement: section 2.12(c), p.62 Interim Order: ¶ 23
Interest Rate:	The Base Rate *plus* 2.75% for Base Rate Loans or the Eurodollar Rate *plus* 3.75% for Eurodollar Rate Loans, as selected by the Borrowers.	Post-Petition Credit Agreement: pp. 3-4
Priority:	All amounts owing by the Borrowers under the Post-Petition Facilities and by Guarantors in respect thereof at all times will constitute allowed super-priority administrative expense claims in the cases, having priority over all other administrative expenses, subject only to the Carve-Out.	Post-Petition Credit Agreement, pp.87-88; Interim Order: ¶ 3
Carve-Out:	Includes unpaid fees of the U.S. Trustee or the Clerk of the Bankruptcy Court, and the Professional Fees (unpaid fees and expenses of professional persons retained pursuant to an order of the Bankruptcy Court).	Post-Petition Credit Agreement: pp.5-6; Interim Order ¶ 11

Provision	Description	Reference
Adequate Protection Liens:	Adequate Protection Liens shall be granted in all Post-Petition Collateral. The Adequate Protection Liens will be subject only to the Post-Petition Liens, the Carve-Out, and the Senior Liens, and will be senior and superior to the Pre-Petition Liens and all other present and future liens in and to the Post-Petition Collateral other than the Senior Liens.	Post-Petition Credit Agreement: p.74 Interim Order: ¶ 5
Security Interest:	As security for all loans and other indebtedness or obligations owing by the Debtors to the Post-Petition Agent or Lenders, valid perfected Liens are granted in currently owned or after-acquired property, assets, causes of action, and rights of the Debtors of any kind or nature.	Post-Petition Credit Agreement: pp.120-124; Interim Order: ¶ 3
Liens on Avoidance Actions:	Except as expressly stated in the Interim Order, Liens granted under the Interim Order shall not be subject to any lien which is avoided and preserved for the benefit of the Debtors' estates, nor shall such liens be subordinated or made pari passu with any other lien.	Post-Petition Credit Agreement: pp. 120-124; Interim Order ¶ 8
Events of Default:	Events of Default under the Post-Petition Credit Agreement include, inter alia, (i) failure to pay any principal amount or interest thereon when it becomes due and payable; (ii) breach of any representation, warranty, term, covenant or agreement contained in the agreement; and (iii) dismissal of any of the Cases, or conversion to a Case under chapter 7.	Post-Petition Credit Agreement: pp.113-116; Interim Order: ¶ 15
Remedies Upon Default:	Upon an Event of Default, the Post-Petition Agent may exercise rights and remedies including (i) termination of the Commitments to the Debtors; (ii) declaring the principal, accrued interest, fees and other liabilities to be due and payable; (iii) setoff of amounts in the Cash Collateral Account; and/or (iv) take any other action permitted by the Interim Order or by operation of law.	Post-Petition Credit Agreement: pp. 116, 129-131; Interim Order: ¶ 19
Lien Validation	All Liens granted in the Interim Order are deemed effective as of the Petition Date, and no further notice or act is required to effect such perfection.	Interim Order: ¶¶ 24, 26

No Alternative Financing Available

44. Over the last several weeks, the Debtors have explored alternative financing arrangements in order to either replace or supplement the Pre-Petition Credit

Agreement provided by the Pre-Petition Lenders. For example, the Debtors conducted extensive negotiations with their Pre-Petition Lenders requesting that they provide financing. As of the date of this Motion, the Debtors were unable to obtain competitive financing from the Pre-Petition Lenders. Accordingly, the Debtors were unable to obtain unsecured or secured credit from any source on terms as competitive as those offered as part of the Post-Petition Financing.

45. The Debtors believe that the financing arrangements provided by the Post-Petition Lenders are the best available at this time. The Post-Petition Credit Agreement is the result of arms-length negotiations between the Debtors and the Post-Petition Lenders. No consideration is being provided to any party to, or guarantor of obligations arising under, the Post-Petition Credit Agreement other than as disclosed therein.

Interim Relief Requested

46. Pending the entry of a final order approving the Post-Petition Financing, the Debtors seek authority to (i) borrow up to $200 million of which no more than $125 million may consist of Revolving Loans (the "Interim Financing"), (ii) use cash collateral as provided in the Interim Order, (iii) grant to the Post-Petition Lenders the Liens and superpriority claims described herein, and (iv) provide the Adequate Protection in favor of the Pre-Petition Lenders as described herein and as set forth in the Interim Order.

Final Relief Requested

47. At the Final Hearing, the Debtors seek authority to (i) borrow under the Post-Petition Credit Agreement, (ii) grant to the Post-Petition Lenders, on a final basis, the Liens and superpriority claims described above and (iii) grant the Pre-Petition Lenders the Liens and

superpriority claims hereinbefore described pursuant to a Final Order satisfactory to the Post-Petition Lenders and the Pre-Petition Lenders.

Requirements for Obtaining Credit and Use of Cash Collateral.

48. The Debtors' use of property of their estates is governed by Bankruptcy Code § 363. Section 363(c)(1) provides in pertinent part that:

> If the business of the debtor is authorized to be operated under section . . . 1108 . . . of this title and unless the court orders otherwise, the trustee may enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business, without notice or a hearing, and may use property of ~~the~~ estate in the ordinary course of business without notice or a hearing.

49. A debtor in possession has all of the rights and powers of a trustee with respect to property of the estate, including the right to use property of the estate in compliance with Bankruptcy Code § 363. See 11 U.S.C. § 1107(a).

50. Bankruptcy Code § 363(c)(2) establishes a special requirement with respect to "cash collateral," by providing that the trustee or debtor in possession may not use, sell or lease "cash collateral" under subsection (c)(1) unless:

> (i) each entity that has an interest in such collateral consents;
>
> or
>
> (ii) (B) the court, after notice and a hearing, authorizes such use, sale or lease in accordance with the provisions of this section.

"Cash collateral" is defined as, "cash, negotiable instruments, documents of title, securities, deposit accounts or other cash equivalents in which the estate and an entity other than the estate have an interest." 11 U.S.C. § 363(a).

51. Pursuant to Bankruptcy Code § 363 (c) (2), the Court may authorize the Debtor to use Cash Collateral as long as the secured creditor is adequately protected. In re Mellor, 734 F. 2d. 1396, 1400 (9th Cir. 1984).

The Pre-Petition Lenders Are Adequately Protected

52. Although adequate protection is not defined in the Bankruptcy Code, § 361 provides the following three nonexclusive examples of what may constitute adequate protection:

> (1) requiring the trustee to make a cash payment or periodic cash payments to such entity, to the extent that the . . . use . . . under section 363 of this title . . . results in a decrease in the value of such entity's interest in such property.
>
> (2) providing to such entity an additional or replacement lien to the extent that such . . . use . . . results in a decrease in the value of such entity's interest in such property; or
>
> (3) granting such other relief . . . as will result in the realization by such entity of the indubitable equivalent of such entity's interest in such property.

53. Neither section 361 nor any other provision of the Bankruptcy Code defines the nature and extent of the "interest in property" of which a secured creditor is entitled to adequate protection under Bankruptcy Code § 363. However, the statute plainly provides that a qualifying interest demands protection where the use of the creditor's collateral will result in a decrease in "the value of such entity's interest in such property." 11 U.S.C. §§ 361, 363(e). United Savings Ass'n of Texas v. Timbers of Inwood Forest Assocs., Ltd., 484 U.S. 365, 108 S. Ct. 626, 98 L. Ed. 2d 740 (1988). See also In re Kain, 86 B.R. 506, 513 (Bankr. W.D. Mich. 1988); General Elec. Mortgage Corp. v. South Village, Inc., 25 B.R. 987, 989-90 & n.4 (Bankr.

D. Utah 1982); and O'Toole, Adequate Protection and Post-Petition Interest in Chapter 11 Proceedings, 56 AM. B.R. L. J. 251, 263 (1982).

54. Timbers holds that the Pre-Petition Lenders are entitled to "adequate protection" when there is diminution in an interest in their collateral by reason of the use of cash collateral and the priming liens. In this case there is a strong likelihood that the granting of priming liens and Debtors' use of the Pre-Petition Lenders' cash collateral will result in a diminution of the value of the Pre-Petition Lenders' collateral.

55. Based upon the foregoing, this Court should authorize the Debtors to use the Cash Collateral for the purposes outlined in the proposed Interim Order so long as the interests claimed by parties in that cash are adequately protected. These standards are satisfied in these cases by (i) the Pre-Petition Lenders' unanimous consent to the use of Cash Collateral (such consent being conditional upon the adequate protection set foth in the proposed Interim Order); (ii) the fact that ongoing operations will preserve the value of the Pre-Petition Lender's Cash Collateral; (iii) the grant of the Replacement Liens; (iv) the Adequate Potection Payments to the Pre-Petition Lenders; and (v) other elements of the adequate protection package that are set forth in the proposed form of order.

Incurrence of Secured Debt Pursuant to Bankruptcy Code § 364(c) and (d)

56. Pursuant to Bankruptcy Code § 364(c), a debtor may, in the exercise of its business judgment, incur secured debt if the debtor has been unable to obtain unsecured credit and the borrowing is in the best interests of the estate. See, e.g., In re Simasko Production Co., 47 B.R. 444, 448-9 (D. Colo. 1985) (authorizing interim financing agreement where Debtors'

best business judgment indicated financing was necessary and reasonable for benefit of estate); In re Ames Dept. Stores, 115 B.R. 34, 38 (Bankr. S.D. N.Y. 1990) (with respect to postpetition credit, courts "permit Debtor in possession to exercise their basic business judgment consistent with their fiduciary duties."); See also 3 Collier on Bankruptcy ¶ 364.03, at 364-7-18 (15th ed. rev. 1999).

Bankruptcy Code § 364(c) provides, in pertinent part, that:

> (c) If the trustee [or debtor in possession] is unable to obtain unsecured credit allowable under section 503(b)(1) of this title as an administrative expense, the court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt
>
> > (1) with priority over any and all administrative expenses of the kind specified in section 503(b) or 507(b) of this title;
> >
> > (2) secured by a lien on property of the estate that is not otherwise subject to a lien; or
> >
> > (3) secured by a junior lien on property of the estate that is subject to a lien.

11 U.S.C. § 364(c).

57. Bankruptcy Code § 364(d)(1) governs the incurrence of senior secured debt or "priming" liens. Pursuant to section 364(d)(1), the Court may, after notice and a hearing,

> (d) authorize the obtaining of credit or the incurring of debt secured by a senior or equal lien only if--
>
> > (1) the trustee is unable to obtain such credit otherwise; and
> >
> > (2) there is adequate protection of the interest of the holder of the lien on the property of the estate on which such senior or equal lien is proposed to be granted.

11 U.S.C. § 364(d)(1).

58. The Debtors satisfy the requirements of Bankruptcy Code § 364(d) because they are unable to obtain credit otherwise, and the interests of the Pre-Petition Lenders are adequately protected pursuant to the negotiated terms set forth in the Interim Order.

The Debtors Were Unable to Obtain Credit on More Favorable Terms

59. In satisfying the standards of Bankruptcy Code § 364, a debtor need not seek credit from every available source, but should make a reasonable effort to seek other sources of credit available of the type set forth in Bankruptcy Code §§ 364(a) and (b). See, e.g., In re Snowshoe Co., 789 F.2d 1085, 1088 (4th Cir. 1986) (trustee had demonstrated by good faith effort that credit was not available without senior lien by unsuccessfully contacting other financial institutions in immediate geographic area; "the statute imposes no duty to seek credit from every possible lender before concluding that such credit is unavailable"); Ames, 115 B.R. at 40 (finding that debtors demonstrated the unavailability of unsecured financing where debtors approached several lending institutions).

60. As set forth above, the Debtors sought new financing to replace or supplement the financing provided by the Pre-Petition Lenders. Prior to the Petition Date, the Debtors spoke with other lenders including certain of the Pre-Petition Lenders, but the Debtors were not able to secure post-petition financing on as competitive a basis as provided by the Post-Petition Lenders within the short time frame and on terms required by the Debtors. Accordingly, the Debtors believe that the financing arrangements proposed by the Post-Petition Lenders represent the best available to it at this time.

Notice

61. Notice of the hearing to consider interim approval of the Motion has been provided to the forty (40) largest creditors holding unsecured claims against the Debtors' estates, counsel for the Post-Petition Lenders, counsel for the Pre-Petition Lenders, counsel for the Informal Committee of Noteholders, and the Office of the United States Trustee.

WHEREFORE, for all the foregoing reasons, the Debtors respectfully request that the Court:

(i) conduct a hearing to authorize the Debtors to obtain the loans and financing pursuant to the Post-Petition Credit Agreement and use cash collateral, to the extent necessary to avoid immediate irreparable harm to their bankruptcy estates and creditors pending entry of a final order approving the Post-Petition Credit Agreement and this Motion;

(ii) Enter the Interim Order authorizing the Debtors to:

a. Obtain Post-Petition Financing, on the terms and conditions set forth in the Post-Petition Credit Agreement, on an interim basis pending the entry of a final order approving the Post-Petition Credit Agreement and this Motion,

b. Obtain use of cash collateral on the terms and conditions set forth in the Interim Order, on an interim basis, pending the entry of a final order approving the Post-Petition Credit Agreement and this Motion,

c. Execute and deliver the Post-Petition Credit Agreement, and any other documents and instruments reasonably necessary to effectuate, carry out or consummate the terms and conditions of the Post-Petition Credit Agreement and the Interim Order,

d. Pursuant to Bankruptcy Code §§ 364(c)(2), (c)(3) and 364(d), grant the Post-Petition Lenders the Liens in the tangible and intangible Pre-Petition and Post-Petition

property of the Debtors, as designated in the Post-Petition Credit Agreement, senior to the liens and security interests of the Pre-Petition Lenders but expressly junior and subordinate to (1) liens and security interests in existence on the Petition Date to the extent such security interests and liens are equal or senior to the Post-Petition Lenders, and (2) the Carve-Out;

e. Grant to the Post-Petition Lenders, priority claim status under Bankruptcy Code § 364(c)(1), superior to all other administrative expenses, priority claims, and other claims pursuant to Bankruptcy Code §§ 503 and 507 (other than the Carve-Out);

f. Provide adequate protection to the Pre-Petition Lenders as set forth herein and in the proposed form of Order; and

(iii) Schedule the Final Hearing;

(iv) Find and determine that notice of the Motion, and notice and opportunity to be heard at the preliminary hearing and the Final Hearing, were provided in accordance with Rule 4001 of the Federal Rules of Bankruptcy Procedure and other applicable bankruptcy rules, and were adequate and appropriate in the particular circumstances of Debtors' bankruptcy cases;

(v) Following the Final Hearing, enter a Final Order granting the Motion in its entirety; and

(vi) Grant such other and further relief as the Court deems just and proper under the circumstances.

Dated: April 15, 2002

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Debtors and Debtors in Possession

EXHIBIT B

ORIGINAL

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
EXIDE TECHNOLOGIES, et al.,[1]	)	Case No. 02-11125 (JCA)
	)	(Jointly Administered)
Debtors.	)	

INTERIM ORDER AUTHORIZING DEBTORS IN POSSESSION TO ENTER INTO POST-PETITION CREDIT AGREEMENT AND OBTAIN POST-PETITION FINANCING PURSUANT TO SECTIONS 363 AND 364 OF THE BANKRUPTCY CODE, PROVIDING ADEQUATE PROTECTION, AND GRANTING LIENS, SECURITY INTERESTS AND SUPER-PRIORITY CLAIMS

Upon the motion, dated April 15, 2002 (the "Motion"), of Exide Technologies ("Exide") and its affiliated debtors and debtors in possession (each individually a "Debtor" and, collectively, the "Debtors"), (a) for the entry of an order authorizing the Debtors to (i) obtain postpetition financing pursuant to section 364 of title 11, United States Code (the "Bankruptcy Code") by entering into that certain Secured Super-Priority Debtor in Possession Credit Agreement, dated as of April 15, 2002 (as the same may be amended, supplemented or otherwise modified from time to time, the "Post-Petition Credit Agreement"),[2] with the lenders and letter of credit issuing banks (the "Issuers") from time to time parties thereto, Citicorp USA, Inc., as

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1 The Debtors in these proceedings are: Exide Technologies f/k/a Exide Corporation; Exide Delaware, L.L.C.; Exide Illinois, Inc. and RBD Liquidation, L.L.C.

2 Unless otherwise defined herein, all capitalized terms used herein have the meanings ascribed to such terms in the Post-Petition Credit Agreement.

Administrative and Collateral Monitoring Agent (the "Post-Petition Agent" and, collectively, with the Lenders and Issuers, the "Post-Petition Lenders"), and certain other Guarantors from time to time parties thereto, subject to the terms and conditions set forth herein and therein, (ii) grant mortgages, security interests, liens and super-priority claims to the Post-Petition Agent acting on behalf of, and for the benefit of, itself and the Post-Petition Lenders (including a priority pursuant to sections 364(c)(2) and (3) of the Bankruptcy Code and priming liens pursuant to section 364(d) of the Bankruptcy Code, in all of the Debtors' present or hereafter acquired property, to secure the Debtors' obligations under the Post-Petition Financing Documents (as defined below)), (iii) grant the Post-Petition Lenders, pursuant to section 364(c)(1) of the Bankruptcy Code, priority in payment with respect to such obligations over any and all administrative expenses of the kinds specified in sections 503(b) and 507(b) of the Bankruptcy Code, other than in respect of the Carve-Out (as defined below), and (iv) pending a final hearing on the Motion (the "Final Hearing"), obtain emergency postpetition loans and letters of credit from the Post-Petition Lenders under the Post-Petition Credit Agreement to and including the date on which the Final Order (as defined below) is entered (the "Interim Facility"), (b) seeking this Court's authorization, pursuant to section 363(c) of the Bankruptcy Code, to use the Cash Collateral (as defined below) and, pursuant to sections 361, 363(e) and 364(d) of the Bankruptcy Code, to provide adequate protection to the Pre-Petition Lenders (as defined below) with respect to any diminution in the value of the Pre-Petition Lenders' interests in the

Pre-Petition Collateral (as defined below) resulting from the priming liens and security interests to be granted herein pursuant to section 364(d) of the Bankruptcy Code to secure the postpetition loans, letters of credit and other extensions of credit from the Post-Petition Lenders under the Post-Petition Credit Agreement, the use of Cash Collateral, the use, sale or lease of the Pre-Petition Collateral, and the imposition of the automatic stay pursuant to section 362(a) Bankruptcy Code, and (c) in accordance with Rule 4001(c)(2) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), requesting that this Court schedule the Final Hearing and approve notice with respect thereto; and the Court having considered the Motion and the Exhibits attached thereto; and in accordance with Bankruptcy Rule 4001(c)(2) and (3), adequate notice of the Motion having been given; and a hearing to consider approval of the Interim Facility having been held and concluded on the date hereof (the "Interim Hearing"); and upon all of the pleadings filed with the Court and all of the proceedings held before the Court; and after due deliberation and consideration and good and sufficient cause appearing therefor,

THE COURT HEREBY FINDS:

A. On April 15, 2002 (the "Petition Date"), the Debtors each filed with the Court voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are continuing to operate their respective businesses and manage their respective properties as debtors in possession pursuant to sections 1107 and 1108 of the

Bankruptcy Code. No request has been made for the appointment of a trustee or examiner, and no official committee has been appointed in the Debtors' chapter 11 cases. Pursuant to an Order of this Court, these chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered.

B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The statutory predicates for the relief sought herein are sections 105, 361, 362, 363, 364, 506, and 552 of the Bankruptcy Code and Bankruptcy Rule 4001. Venue of the Debtors' chapter 11 cases is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Without prejudice to the rights of any other party, the Debtors acknowledge that pursuant to that certain Amended and Restated Credit and Guarantee Agreement, dated as of September 29, 2000, (as amended, modified or supplemented from time to time the "Pre-Petition Credit Agreement" and together with all agreements, documents, notes, instruments, and any other agreements delivered pursuant thereto or in connection therewith, the "Pre-Petition Credit Agreement Documents") by and among Exide and certain non-Debtor subsidiaries of Exide, as borrowers, certain other subsidiaries of Exide as guarantors from time to time parties thereto, Credit Suisse First Boston, as Administrative Agent (the "Pre-Petition Agent" and, together with the Post-Petition Agent, the "Agents"), and the lenders from time to time parties thereto (collectively with the Pre-Petition Agent, the "Pre-Petition Credit Agreement Lenders"), the Pre-Petition Credit Agreement Lenders made loans and

advances to, issued letters of credit for, and/or provided other financial accommodations to Exide and certain of its domestic and foreign subsidiaries to, among other things, fund the operations of Exide and such subsidiaries. The Debtors admit that as of the Petition Date, the aggregate principal amount of not less than approximately $692.60 million was outstanding in respect of loans made and letters of credit issued and drawn upon, and letters of credit having an aggregate maximum exposure of not less than approximately $31.95 million were issued and undrawn, plus interest thereon and fees, expenses and charges incurred in connection therewith as provided in the Pre-Petition Credit Agreement and all of the other Pre-Petition Credit Agreement Documents (the "Pre-Petition Credit Agreement Indebtedness"). Pursuant to that certain letter agreement, dated October 20, 2000 (the "Pre-Petition Swap Agreement", and together with the Pre-Petition Credit Agreement Documents, the "Pre-Petition Financing Documents"), Exide entered into a $60 million two-year interest rate swap with Bank One, Michigan (together with the Pre-Petition Credit Agreement Lenders, the "Pre-Petition Lenders", the Pre-Petition Lenders and the Post-Petition Lenders are hereafter referred to as the "Lenders"). The Debtors admit that as of the Petition Date, a claim arose due to the termination of the Pre-Petition Swap Agreement, in accordance with section 560 of the Bankruptcy Code (the "Termination Claim") and together with the Pre-Petition Credit Agreement Indebtedness, the "Pre-Petition Indebtedness"). Exide and its subsidiaries, Exide Delaware, L.L.C. and RBD Liquidation, L.L.C., each of which are Debtors in these chapter 11 cases (collectively, the "Adequate Protection

Debtors"), jointly and severally, unconditionally guaranteed all obligations under the Pre-Petition Financing Documents, subject to certain limitations, in the case of Exide's Debtor subsidiaries, as set forth in Section 10.1 of the Pre-Petition Credit Agreement. The admissions of the Debtors with respect to the Pre-Petition Indebtedness shall not impair the rights of the Pre-Petition Agent and the Pre-Petition Lenders to file proofs of claim in these chapter 11 cases. For purposes of this Order, each of the terms Post-Petition Indebtedness (as defined below) and Pre-Petition Indebtedness shall include the principal of, and all interest, fees, and other charges owing in respect of, such loans or indebtedness under the terms of the relevant agreements (including any reasonable attorneys', accountants', and financial advisors' fees that are chargeable or reimbursable under the relevant agreements relating to such loans or other indebtedness, relating to periods prior and subsequent to the Petition Date).

D. Without prejudice to the rights of any other party, the Debtors acknowledge that to secure the Pre-Petition Indebtedness, each of the Adequate Protection Debtors granted to the Pre-Petition Agent, on behalf of and for the benefit of the Pre-Petition Lenders, liens on and security interests in substantially all of the Adequate Protection Debtors' assets and properties, wherever located, then owned or thereafter acquired or arising, and the proceeds, products, rents and profits of all of the foregoing (all of the foregoing collateral generally described above and as provided in the Pre-Petition Financing Documents, together with all of the proceeds, products, rents and profits thereof shall be referred to herein collectively as the "Pre-Petition

Collateral" and such Liens shall be referred to herein as the "Pre-Petition Liens"). For purposes of this Order, "proceeds" of any collateral shall mean proceeds (as defined in the Uniform Commercial Code) of such collateral as well as (i) any and all proceeds of any insurance, indemnity or warranty or guaranty payable to the Debtors from time to time with respect to any of such collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to the Debtors in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of such collateral by any governmental body, authority, bureau or agency (or any person under color of governmental authority) and (iii) any other payments, dividends, interest or other distributions on or in respect of any of such collateral.

E. Without prejudice to the rights of third parties as provided herein, the Debtors acknowledge and agree that the Pre-Petition Lenders are beneficiaries of subordination provisions contained in that certain Indenture, dated as of December 15, 1995, by and among Exide and The Bank of New York, as Trustee, pursuant to which certain Convertible Senior Subordinated Notes in the original principal amount of $397,900,000 due 2005 were issued subject to the subordination provision contained therein (the "Subordination Provisions"; the holders of the Convertible Senior Subordinated Notes are hereinafter referred to collectively as the "Subordinated Note Holders"). Without prejudice to the rights of third parties as provided herein, the Debtors further acknowledge and agree that the Subordination Provisions subordinate the Subordinated Note Holders' rights to payment by Exide to the prior payment and

satisfaction of the Senior Indebtedness (as defined in the Subordination Provisions) of Exide, including Exide's obligations with respect to the Pre-Petition Indebtedness.

F. Without prejudice to the rights of any other party, the Debtors acknowledge that the Pre-Petition Liens constitute valid, binding, enforceable (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), and perfected first priority liens subject only to prior liens expressly permitted by the Pre-Petition Credit Agreement, and are not subject to avoidance or subordination (except insofar as such liens are junior to the Post-Petition Liens (as defined below), the Adequate Protection Liens (as defined below), and the Carve-Out in accordance with the provisions of this Order) pursuant to the Bankruptcy Code or applicable non-bankruptcy law. Without prejudice to the rights of any other party, the Debtors further acknowledge that the Pre-Petition Indebtedness constitute legal, valid, and binding obligations of each of the Adequate Protection Debtors, enforceable in accordance with the terms of the Pre-Petition Financing Documents (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), no offsets, defenses or counterclaims to the Pre-Petition Indebtedness exist, and no portion of the Pre-Petition Indebtedness is subject to avoidance or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law.

G. An immediate and critical need exists for the Debtors to obtain funds in order to continue the operation of Exide's and its subsidiaries' businesses. Without such funds, the Debtors will not be able to pay their employees and other direct

operating expenses and obtain goods and services needed to carry on their businesses during this sensitive period in a manner that will avoid irreparable harm to the Debtors' estates. At this time, the ability of the Debtors to finance their operations and the availability of sufficient working capital and liquidity through the incurrence of new indebtedness for borrowed money and other financial accommodations are vital to the confidence of the Debtors' vendors and suppliers of other goods and services, to their customers and employees, and to the preservation and maintenance of the going concern value of the Debtors' estates.

H. As of the date hereof, the Debtors are unable to obtain interim or permanent financing from sources other than the Post-Petition Lenders on terms more favorable than under the Post-Petition Financing Documents, including possible financing in the form of unsecured credit or unsecured debt allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense pursuant to section 364(a) or (b) of the Bankruptcy Code, unsecured debt having the priority afforded by section 364(c)(1) of the Bankruptcy Code, or debt secured only as described in section 364(c)(2) or (3) of the Bankruptcy Code.

I. Additional financing is unavailable to the Debtors without their (a) granting to the Post-Petition Lenders claims having priority over that of administrative expenses of the kind specified in sections 503(b) and 507(a) and (b) of the Bankruptcy Code (other than the Carve-Out) and (b) securing such loans and other obligations with liens on and security interests in all the prepetition and postpetition

assets, properties and interests in property of the Debtors as provided herein and in the Post-Petition Financing Documents.

J. As set forth above, the Pre-Petition Collateral is subject to the Pre-Petition Liens. The Pre-Petition Lenders have objected to (i) the priming of the Pre-Petition Liens pursuant to this Order and the other Post-Petition Financing Documents (as hereinafter defined), except on the terms of this Order and (ii) the use by the Adequate Protection Debtors of their Pre-Petition Collateral, including their Cash Collateral (as hereinafter defined), except pursuant to the terms of this Order. Pursuant to the Bankruptcy Code and in light of the foregoing, the Adequate Protection Debtors are required to provide adequate protection to the Pre-Petition Agent and the Pre-Petition Lenders in respect of their use of the Pre-Petition Collateral, the potential decline in value thereof and their granting of the priming Post-Petition Liens. The Debtors believe that the treatment requested by the Adequate Protection Debtors for the Pre-Petition Lenders and provided by this Order will minimize disputes and litigation over collateral values, priming, use of cash collateral, and the need to segregate the Pre-Petition Collateral and the proceeds thereof from the Post-Petition Collateral (as hereinafter defined) and the proceeds thereof.

K. The Pre-Petition Lenders have indicated their non-objection to the Adequate Protection Debtors' entering into the financing agreements contemplated by this Order and the Post-Petition Financing Documents (including the priming of the Pre-Petition Liens and the use by the Adequate Protection Debtors of the Pre-Petition

Collateral, including the Cash Collateral (as defined below), based on the terms of this Order and the Post-Petition Financing Documents) and the Post-Petition Lenders are willing to provide the additional $250 million in financing contemplated herein, with the use of such proceeds to include, among other things, (a) funding postpetition operating expenses incurred in the ordinary course of business, (b) working capital, capital expenditures and other general corporate purposes, (c) making loans to certain non-Debtor subsidiaries of Exide for working capital, capital expenditures and other general corporate purposes of such non-Debtor subsidiaries (the "Intercompany Loans"), and (d) refinancing and restructuring in full all indebtedness outstanding under that certain Receivables Purchase Agreement, dated as of March 31, 1997, among Exide U.S. Funding Corporation, as seller, Three Rivers Funding Corporation, as buyer, and Exide, as servicer, and that certain Sale Agreement, dated as of March 31, 1997, between Exide, as seller, and Exide U.S. Funding Corporation, as buyer, as amended, modified or supplemented prior to the Closing Date (the " Domestic Receivables Facility"), including the repurchase of receivables by Exide in connection therewith, subject to (i) the entry of this Order, (ii) the terms and conditions of the Post-Petition Financing Documents, (iii) a finding by the Court that such financing is essential to the Debtors' estates and is in good faith, and (iv) the provisions of this Order assuring that the Post-Petition Liens and the Adequate Protection Liens (each as hereinafter defined) and the various security interests, liens, claims, super-priority claims, and other protections granted pursuant to this Order, the Post-Petition Credit Agreement and the

other Post-Petition Financing Documents will not be affected by any subsequent reversal, modification, vacatur or amendment of this Order or any other order, as provided in section 364(e) of the Bankruptcy Code.

L. Notice of the Interim Hearing on the Motion and this Order has been provided to (i) the consolidated list of forty (40) largest unsecured creditors, (ii) the United States Trustee, (iii) counsel for the Pre-Petition Agent and Pre-Petition Lenders, and (iv) counsel for the Informal Committee of Noteholders. In view of the urgency of the requested relief, such notice constitutes sufficient notice under Bankruptcy Rule 4001 of the Interim Hearing and no other notice need be given.

M. Good cause has been shown for the entry of this Order. Among other things, entry of this Order will minimize disruption of the Debtors' businesses and operations and permit them to meet payroll and other operating expenses, obtain needed supplies and retain customer and supplier confidence by demonstrating an ability to maintain normal operations. The Debtors have requested immediate entry of this Order pursuant to Bankruptcy Rule 4001(b)(2) and (c)(2). The permission granted herein to enter into the Post-Petition Financing Documents and obtain funds, incur indebtedness and other financial accommodations, including the Debtors' joint and several unconditional guarantee of the indebtedness thereunder, is necessary to avoid immediate and irreparable harm to the Debtors. Consummation of such financing arrangements therefore are in the best interest of the Debtors' estates.

N. The Post-Petition Credit Agreement and the other Post-Petition Financing Documents have been negotiated in good faith and at arm's-length between the Debtors, the Agents and the Lenders and any credit extended, letters of credit issued and loans made to the Debtors by the Post-Petition Lenders shall be deemed to have been extended, issued or made, as the case may be, in good faith within the meaning of section 364(e) of the Bankruptcy Code.

O. The terms of the Post-Petition Financing Documents are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties and are supported by reasonably equivalent value and fair consideration. This Court concludes that entry of this Order is in the best interests of the Debtors and their estates and creditors as its implementation will, among other things, allow for the continued operation and rehabilitation of the Debtors' existing businesses.

P. Based upon the foregoing findings and conclusions, and upon the record made before this Court at the Interim Hearing, and good and sufficient cause appearing therefor;

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The Motion is granted, subject to the terms and conditions set forth in this Order.

2. The Debtors be, and hereby are, authorized to enter into the Post-Petition Credit Agreement (the Post-Petition Credit Agreement, together with all agreements, documents, notes and instruments delivered pursuant hereto or thereto or in connection herewith or therewith, including this Order and the Final Order, are hereinafter referred to as the "Post-Petition Financing Documents") in substantially the form annexed hereto as Exhibit "A," and to borrow money, incur indebtedness, repurchase receivables and perform their obligations hereunder and thereunder in accordance with, and subject to, the terms of this Order and the other Post-Petition Financing Documents; provided, however, that (i) the fees to be received by the Post-Petition Agent under the Post-Petition Financing Documents shall be reduced by $500,000, (ii) payment of $1.2 million of the fees required to be paid by the Debtors to the Post-Petition Agent, pursuant to the Post-Petition Financing Documents upon approval of this Order, shall be deferred until approval of the Final Order and paid upon such approval (the "Deferred Fees"), unless an alternative agreement to provide postpetition financing is approved by the Bankruptcy Court at or before the Final Hearing scheduled for May 9, 2002, which postpetition financing (the "Refinancing Facility") shall result in payment in full, within two (2) business days of such approval,

of all obligations incurred by the Debtors to the Post-Petition Agent and the Post-Petition Lenders under the terms of this Interim Order and the Post-Petition Financing Documents (the "Refinancing Payment"), in which case, upon receipt by the Post-Petition Agent of the Refinancing Payment, the Deferred Fees shall be waived, and (iii) pursuant to the terms of that certain Commitment Letter Amendment dated as of April 15, 2002, the portion of the commitment fee (referred to in such letter as the Upfront Fee), related to the incremental $50,000,000 in commitment availability that is subject to the Final Order (estimated to be approximately $1.2 million), payable to the Post-Petition Agent on behalf of the Post-Petition Lenders, shall only be paid if the Final Order is entered. The Debtors shall reasonably cooperate with the Informal Committee of Noteholders and any statutory committee appointed in these cases in attempting to obtain such Refinancing Facility. The Debtors are authorized to enter into such modifications and amendments to the Post-Petition Financing Documents, without further order of this Court, as may be agreed upon in writing by the Debtors and the Post-Petition Lenders (upon approval by the Required Lenders under the terms of the Post-Petition Financing Documents), except for (i) any increase in the Total Commitments of the Post-Petition Credit Agreement, (ii) any increase in the applicable interest rates on the Loans, (iii) any modification of the maturity of the Loans, (iv) any other modification which imposes any additional material burden on the Debtors or (v) any modification that impacts the adequate protection provided to the Pre-Petition Agent and the Pre-Petition Lenders; provided that the Debtors shall give reasonable

notice of such modification or amendment to counsel to any statutory committee appointed in these cases and counsel to the Pre-Petition Agent. Upon execution and delivery of the Post-Petition Financing Documents, the Post-Petition Financing Documents shall constitute valid and binding obligations of the Debtors, enforceable against the Debtors in accordance with their terms; provided, however, that notwithstanding any other provisions of this Order or of the other Post-Petition Financing Documents, the Debtors shall not, prior to entry of a final order approving the Post-Petition Financing Documents (the "Final Order"), exceed the aggregate principal amount of $200 million in Post-Petition Indebtedness, of which no more than $125 million in aggregate principal amount may consist of Revolving Loans (the "Interim Financing").

3. As security for all loans, advances, guarantees, letters of credit any other indebtedness or obligations, contingent or absolute which may now or from time to time hereafter be owing by the Debtors to the Post-Petition Agent or the Post-Petition Lenders hereunder, or under any of the other Post-Petition Financing Documents (all such loans, advances, guarantees, letters of credit and other indebtedness or obligations, together with any obligations at any time incurred by the Debtors on or after the Petition Date to the Post-Petition Agent or any of the Post-Petition Lenders in connection with the Debtors' cash management system, but in all events excluding the Adequate Protection Obligations, collectively, the "Post-Petition Indebtedness"), the Post-Petition Agent is hereby granted for the sole benefit of itself

and the Post-Petition Lenders valid, binding, enforceable and perfected Liens (the "Post-Petition Liens") in all currently owned or hereafter acquired property, assets, causes of action, and rights of the Debtors of any kind or nature, whether real or personal, tangible or intangible, wherever located, now owned or hereafter acquired or arising and all proceeds, products, rents and profits thereof, including, without limitation, all cash (including all Cash Collateral, wherever held), goods, accounts receivable, inventory, cash-in-advance deposits, real estate, machinery, equipment, vehicles, trademarks, trade names, licenses, causes of action, rights to payment including tax refund claims, insurance proceeds and tort claims (including, only upon entry of the Final Order, actions for preferences, fraudulent conveyances, and other avoidance power claims and any recoveries under sections 544, 545, 547, and 548 of the Bankruptcy Code) and the proceeds, products, rents and profits of all the foregoing (all of the foregoing, the "Post-Petition Collateral"), subject only to the Carve-Out. Such Post-Petition Liens are granted as follows:

(a) pursuant to section 364(c)(2) of the Bankruptcy Code, a first priority, perfected Lien upon all of the Debtors' right, title and interest in, to and under all Collateral that is not otherwise encumbered by a validly perfected and unavoidable security interest or lien on the Petition Date;

(b) pursuant to section 364(c)(3) of the Bankruptcy Code, a second priority, junior, perfected Lien upon all of the Debtors' right, title and interest in, to and under all other Collateral which is subject to a validly perfected and unavoidable security interest or lien in existence as of the Petition Date or a valid lien perfected (but not granted) after the Petition Date to the extent such perfection in respect of a pre-Petition Date claim is expressly permitted under the Bankruptcy Code (such security interest or lien, whether valid and perfected prior to or subsequent to the Petition Date, other than the Pre-Petition Liens, is hereinafter referred to as a "Senior Lien"); and

(c) pursuant to section 364(d)(1) of the Bankruptcy Code, a first priority, senior, priming, perfected Lien upon all of the Debtors' right, title and interest in, to and under the Pre-Petition Collateral (but subject to the Senior Liens as set forth in subsections 3(a) and 3(b) above).

4. In addition, the Post-Petition Indebtedness shall have priority in all of these chapter 11 cases in accordance with the provisions of sections 364(c)(1) of the Bankruptcy Code over all administrative expenses of the kind specified in section 503(b) or 507(a) and (b) of the Bankruptcy Code ("Superpriority Claims"), subject only to the Carve-Out.

5. As adequate protection in accordance with sections 363(e) and 364(d) of the Bankruptcy Code, the Pre-Petition Agent is hereby granted for the sole benefit of the Pre-Petition Lenders valid, binding, enforceable and perfected Liens (the "Adequate Protection Liens") in all Post-Petition Collateral of the Adequate Protection Debtors (including (i) an interest in the cash and cash equivalent proceeds of the Pre-Petition Collateral that constitutes "cash collateral" within the meaning of section 363 of the Bankruptcy Code (the "Cash Collateral"), and (ii) upon entry of the Final Order, actions for preferences, fraudulent conveyances, and other avoidance power claims and any recoveries under sections 544, 545, 547, and 548 of the Bankruptcy Code) to secure an amount of Pre-Petition Indebtedness equal to the sum (the "Adequate Protection Obligations") of, without duplication (i) the aggregate reduction, if any, in the amount of the Pre-Petition Collateral available to satisfy the Pre-Petition Indebtedness as a consequence of the priming authorized hereunder, (ii) the aggregate increase or

diminution, if any, subsequent to the Petition Date, in the value of the Pre-Petition Collateral, whether by the depreciation, use, sale, loss, decline in market price or otherwise, and (iii) the sum of the aggregate amount of all cash proceeds of the Pre-Petition Collateral and the aggregate fair market value of all non-cash Pre-Petition Collateral which is applied in accordance with this Order or otherwise in payment of the Post-Petition Indebtedness, previously created Adequate Protection Obligations or any other obligations or expenses of the Debtors other than the Pre-Petition Indebtedness. The Adequate Protection Obligations shall be allocated pro rata to the Pre-Petition Indebtedness. The Adequate Protection Liens are (a) subject only to (i) the Post-Petition Liens, (ii) the Carve-Out, and (iii) the Senior Liens, and (b) senior and superior pursuant to section 364(d) of the Bankruptcy Code to the (i) Pre-Petition Liens and (ii) all present and future liens in and to the Post-Petition Collateral other than the Post-Petition Liens and the Senior Liens.

6. As set forth in the Post-Petition Credit Agreement, as additional adequate protection, and subject to the satisfaction of a liquidity test (the "Liquidity Test") and the provisions of this Order, the Adequate Protection Debtors shall pay to the Pre-Petition Agent, for the benefit of the Pre-Petition Lenders, payments on a monthly basis equal to the sum of (i)(a) interest with respect to the Loans (as defined in the Pre-Petition Credit Agreement) made to, and the aggregate amount of unreimbursed drawings under letters of credit issued for the account of, Exide, and (b) letter of credit fees with respect to letters of credit issued for the account of Exide (including, without

limitation, any interest and fees that (i) have accrued and are unpaid as of the Petition Date and (ii) will accrue after the Petition Date and prior to June 2002 as set forth below), in each case arising under or related to the Pre-Petition Credit Agreement at the applicable non-default contract rates provided for in the Pre-Petition Credit Agreement, and (ii) interest on the Termination Claim at a rate equal to the average weighted rate of interest pursuant to clause (i)(a) above, (collectively, the "Adequate Protection Payments").

(a) The Liquidity Test for each Adequate Protection Payment shall be measured on the tenth Business Day of each month commencing June 2002 (each, a "Measurement Date") by reference to the position of Exide and its Subsidiaries as of the last day of the month most recently ended. Payment of each Adequate Protection Payment shall occur on the third Business Day after a Measurement Date (each, an "Adequate Protection Payment Date"). Pursuant to the Liquidity Test, an Adequate Protection Payment shall be made in an amount so that, after giving effect to the payment thereof on an Adequate Protection Payment Date, (i) U.S. Liquidity shall be greater than or equal to $35,000,000, and (ii) Euro Liquidity shall be greater than or equal to $35,000,000.

(b) If application of the Liquidity Test on any Measurement Date does not permit the payment of the full amount of the Adequate Protection Payment on the corresponding Adequate Protection Payment Date, then (i) any such unpaid amount (collectively, the "Unpaid Amounts") shall be payable on the next Adequate Protection Payment Date together with the amounts otherwise payable on that date, subject to satisfaction of the Liquidity Test, and (ii) the term "Adequate Protection Payment" shall include all such Unpaid Amounts. All Adequate Protection Payments made shall be applied first to the unpaid interest or fees from previous months in the order in which the interest or fees accrued.

(c) Notwithstanding the foregoing, the Adequate Protection Payments to be made on the Adequate Protection Payment Dates in the months of August and September of any year shall be deferred until the Adequate Protection Payment Date in October of the applicable year, subject to operation of the Liquidity Test. Furthermore, notwithstanding the foregoing, and following receipt by the Pre-Petition Agent of a notice of default, no Adequate Protection Payments shall be made during the continuance of any default or event of

default under the Post-Petition Credit Agreement. On the first Business Day after the waiver or cure of any such default or event of default, the Adequate Protection Debtors shall make all Adequate Protection Payments that would have been made on all intervening Adequate Protection Payment Dates but for the continuance of any such default or event of default.

(d) Exide shall deliver to the Agents on the first Business Day after the applicable Measurement Date a certificate of a Responsible Officer of Exide showing in reasonable detail the calculations demonstrating the amount of the Adequate Protection Payment to be paid on the Applicable Adequate Protection Date and all calculations with respect to the Liquidity Test.

(e) Nothing provided herein shall prevent the Pre-Petition Agent or the Pre-Prepetition Lenders from asserting an entitlement under the Pre-Petition Credit Agreement or applicable law to interest on Unpaid Amounts or on any interest or fees owing under the Pre-Petition Credit Agreement prior to the Petition Date that were not paid when due, and to be paid such interest upon the effective date of a plan of reorganization or the conversion of any of the Debtors' chapter 11 cases to cases under chapter 7 of the Bankruptcy Code (provided that nothing in this Order shall impair the Debtors', the Informal Committee of Noteholders', any statutory committee appointed in these cases, or the Post-Petition Lenders' ability to contest any such request). The Debtors, the Post-Petition Agent and the Post-Petition Lenders shall not modify or amend the Liquidity Test under the Post-Petition Credit Agreement or other related terms of the Post-Petition Credit Agreement in a manner that would adversely affect the payment of Adequate Protection Payments in accordance with this Order without the prior written consent of the Required Lenders (as defined in the Pre-Petition Credit Agreement).

Nothing contained herein shall limit the right of any party in interest (other than the Debtors or any of their affiliates) to seek from the Bankruptcy Court a recharacterization, at a later date, of the Adequate Protection Payments, pursuant to Bankruptcy Code § 506, such that such payments may be applied to the principal amount of the Pre-Petition Indebtedness.

7. In the event that any of the affirmative or negative covenants set forth in the Post-Petition Credit Agreement or other covenants or agreements set forth

in this Order are materially breached by any Debtor or, with respect to the Post-Petition Credit Agreement, any guarantor, or an Event of Default under the Post-Petition Credit Agreement shall have occurred and be continuing (whether or not such breach or Event of Default is waived by the Post-Petition Agent and/or the Post-Petition Lenders) and the Pre-Petition Agent is directed by the Required Lenders (as defined in the Pre-Petition Credit Agreement) to send a notice of termination to the Debtors, then the Debtors' use of the Pre-Petition Lenders' Cash Collateral shall automatically terminate fifteen days after receipt of such notice from the Pre-Petition Agent, subject to further order of the Court (which may be disputed by the Pre-Petition Agent and the Pre-Petition Lenders), provided that the automatic stay extant under section 362(a) of the Bankruptcy Code shall be, and it hereby is, modified to the extent necessary to permit the Pre-Petition Agent to send such notice in accordance with this Order. Any amendment or modification to any of such covenants or Events of Default set forth in the Post-Petition Credit Agreement shall not, without the prior written consent of the Required Lenders, be deemed to be an amendment or modification to the Post-Petition Credit Agreement solely for purposes of this paragraph. If, at any time, the Post-Petition Credit Agreement is not in effect, such covenants and Events of Default shall, absent the prior written consent of the Required Lenders, survive for purposes of this paragraph.

8. Except as expressly set forth in this Order, the Liens granted in this Order shall not be (i) subject to any lien which is avoided and preserved for the

benefit of the Debtors' estates under section 551 of the Bankruptcy Code or (ii) subordinated to or made pari passu with any other lien under section 364(d) of the Bankruptcy Code or otherwise.

9. In addition, the Adequate Protection Obligations, to the extent the Adequate Protection Liens are not adequate to protect against the diminution in value of the Pre-Petition Collateral, shall have priority in the chapter 11 cases of the Adequate Protection Debtors in accordance with the provisions of sections 503(b) and 507(b) of the Bankruptcy Code over all administrative expenses of the kind specified in section 503(b) or 507(a) of the Bankruptcy Code, subject only to the Carve-Out and the priority of the Post-Petition Indebtedness provided for herein (the "Adequate Protection Superpriority Claims").

10. As additional adequate protection, the Debtors shall (i) comply with the terms of the cash budget for the 12-month period beginning April, 15, 2002 that was previously provided to and agreed with the Pre-Petition Agent and the Pre-Petition Lenders, (ii) provide the Pre-Petition Agent and the Pre-Prepetition Lenders with any written information or notice that is provided to, or required to be provided to, (a) the Post-Petition Agent and the Post-Petition Lenders, (b) the agent and lenders pursuant to the $175,000,000 receivables sale agreement dated June 3, 1997, among CMP Batteries Limited, Exide (Dagenham) Limited, Fulmen (U.K.) Limited and B.I.G. Batteries Limited (collectively, as Seller (as defined therein)), Exide Europe Funding Ltd as Buyer and Citibank, N.A. as Operating Agent (as defined therein), or (c) the

official committee of unsecured creditors (but limited to written information related to the operations and finances of Exide).

11. Any provision of this Order or the Post-Petition Credit Agreement to the contrary notwithstanding, the Post-Petition Liens and Superpriority Claims granted to the Post-Petition Agent for the benefit of itself and the Post-Petition Lenders pursuant to the Post-Petition Credit Agreement and this Order, and the Adequate Protection Liens and Adequate Protection Superpriority Claims, shall be subject and subordinate to a carveout (the "Carve-Out") for (i) the unpaid fees of the Clerk of the Bankruptcy Court and of the United States Trustee pursuant to 28 U.S.C. § 1930(a) and (b), (ii) the aggregate allowed unpaid fees and expenses payable under sections 330 and 331 of the Bankruptcy Code to professional persons retained pursuant to an order of the Court by the Debtors or any statutory committee appointed in these chapter 11 cases (collectively, the "Professional Fees") (other than the fees and expenses, if any, of any such professional persons incurred, directly or indirectly, in respect of, arising from or relating to, the initiation or prosecution of any action for preferences, fraudulent conveyances, other avoidance power claims or any other claims or causes of action against the Agents, the Post-Petition Lenders or the Pre-Petition Lenders, or with respect to the Post-Petition Indebtedness or the Pre-Petition Indebtedness) after the occurrence of any Event of Default, in an amount not to exceed $5 million, plus any fees and expenses accrued and not yet paid on the date of the relevant Event of Default to the extent allowed by the Bankruptcy Court, in the

aggregate, and (iii) Professional Fees incurred and unpaid prior to the occurrence of any Default or Event of Default. So long as no Event of Default shall have occurred and be continuing, the Debtors shall be permitted to pay compensation and reimbursement of expenses allowed and payable under sections 330 and 331 of the Bankruptcy Code, as the same may be due and payable, and the same shall not reduce the Carve-Out.

12. Except as expressly set forth herein, no costs or administrative expenses which have been or may be incurred in the Debtors' chapter 11 cases, in any conversion of the Debtors' chapter 11 cases pursuant to section 1112 of the Bankruptcy Code, or in any other proceeding related thereto, and no priority claims, including without limitation, any other Superpriority Claims, are or will be prior to or on a parity with the claims of the Agents or the Lenders against the Debtors arising, as applicable, out of the Post-Petition Indebtedness or Adequate Protection Obligation, any provision of this Order, or with the Liens granted herein and in the other Post-Petition Financing Documents in and to the Post-Petition Collateral.

13. From and after the Effective Date, the proceeds of the Post-Petition Indebtedness, the issuance of the Letters of Credit, the Pre-Petition Collateral and the Post-Petition Collateral shall not, directly or indirectly, be used to pay expenses of the Debtors or otherwise disbursed except for (i) those expenses and/or disbursements that are expressly permitted under the Post-Petition Financing Documents, which the Debtors are hereby authorized to use for, among other things, (a) funding postpetition operating expenses incurred in the ordinary course of business,

(b) working capital, capital expenditures and other general corporate purposes, (c) making Intercompany Loans for working capital, capital expenditures and other general corporate purposes of certain non-Debtor subsidiaries (provided that Intercompany Loans to non-Debtor subsidiaries are evidenced by secured notes payable to Exide, which notes shall be pledged to the Post-Petition Lenders), and (d) refinancing and restructuring in full all indebtedness outstanding under the Domestic Receivables Facility, including the repurchase of receivables by Exide in connection therewith, (ii) compensation and reimbursement of expenses allowed by this Court to attorneys, accountants, investment bankers, financial advisors, consultants or other professional persons retained by the Debtors or any official committees that may be appointed in these chapter 11 cases, (iii) amounts due to the Post-Petition Agent and/or the Post-Petition Lenders and their accountants, attorneys, financial advisors, consultants or other professionals hereunder or under the other Post-Petition Financing Documents, and (iv) amounts due to the Pre-Petition Agent and the Pre-Petition Lenders hereunder (including in respect of fees, costs, and expenses); provided, however, that the foregoing shall not be construed as consent to the allowance of any of the amounts referred to in the preceding clause (ii) and shall not affect the right of the Agents or the Lenders to object to the allowance and payment of such amounts. Upon entry of the Final Order, except to the extent of the Carve-Out, no administrative claims, including fees and expenses of professionals, shall be assessed against or attributed to the Agents or any of the Lenders with respect to their interests in the Post-Petition Collateral

pursuant to the provisions of section 506(c) of the Bankruptcy Code or otherwise by, through or on behalf of the Debtors, without the prior written consent of the Agents and the Lenders, and no such consent shall be implied from any action, inaction or acquiescence by the Agents or the Lenders or otherwise. No consent by the Pre-Petition Agent or any of the Pre-Petition Lenders to any administrative claims, including fees and expenses of professionals, sought to be assessed against or attributed to any of the Pre-Petition Agent or any of the Pre-Petition Lenders with respect to their interests in the Pre-Petition Collateral pursuant to the provisions of section 506(c) of the Bankruptcy Code or otherwise by, through or on behalf of the Debtors, shall be implied from any action, inaction or acquiescence by the Post-Petition Agent or the Post-Petition Lenders or otherwise. Except as set forth in the first sentence of this Paragraph 13, neither the Lenders nor the Agents have consented or agreed to the use of the proceeds of the Post-Petition Indebtedness, the Pre-Petition Collateral or the Post-Petition Collateral.

14. The automatic stay extant under section 362(a) of the Bankruptcy Code shall be, and it hereby is, modified to the extent necessary to permit the Agents for the sole benefit of the Lenders to receive, collect and apply payments and proceeds in respect of the Pre-Petition Collateral and the Post-Petition Collateral in accordance with the terms and provisions of this Order, the other Post-Petition Financing Documents and the Pre-Petition Financing Documents. Notwithstanding section 362(b)(17) of the Bankruptcy Code, so long as the Debtors are not in material default of the Post-Petition

Credit Agreement, the Interim Order or the Final Order, Bank One, Michigan shall not seek to enforce or setoff the Termination Claim.

15. Notwithstanding anything herein or in the other Post-Petition Financing Documents, the Debtors shall no longer, pursuant to this Order, the other Post-Petition Financing Documents, or otherwise, be authorized to borrow funds or incur indebtedness hereunder or under the other Post-Petition Financing Documents or to use any proceeds of the Post-Petition Indebtedness already received (and any obligations of the Post-Petition Lenders to make loans or advances or issue Letters of Credit hereunder or under the other Post-Petition Financing Documents shall be terminated) upon the earliest to occur of any of the following events (any such event shall be referred to as a "Termination Event" and the date of any such event shall be referred to as the "Termination Date"):

(a) material non-compliance by any of the Debtors with any of the terms or provisions of this Order;

(b) any Event of Default shall have occurred and be continuing, and any notice required pursuant to the Post-Petition Financing Documents to cause the Post-Petition Indebtedness to become due and payable shall have been given; and

(c) the Scheduled Termination Date (as defined in the Post-Petition Credit Agreement).

16. Notwithstanding the occurrence of the Termination Date or anything herein, all of the rights, remedies, benefits and protections provided to the Agents and the Lenders under this Order shall survive the Termination Date. Upon the

Termination Date, the principal of and all accrued interest and fees and all other amounts owed to the Post-Petition Agent or the Post-Petition Lenders hereunder or under the other Post-Petition Financing Documents shall be immediately due and payable and the Agent and the Post-Petition Lenders shall have all other rights and remedies provided in the Post-Petition Financing Documents.

17. Notwithstanding anything herein, no Post-Petition Indebtedness or any proceeds of Pre-Petition Collateral or Post-Petition Collateral or Letters of Credit (collectively, "Lender Funds") may be used by any of the Debtors, any statutory committee or any other person or entity to object to or contest in any manner, subject to the right to investigate, or raise any defenses to, the validity, perfection, priority or enforceability of the Pre-Petition Indebtedness or the Pre-Petition Liens, or to assert or prosecute any action for preferences, fraudulent conveyances, other avoidance power claims or any other claims or causes of action against any of the Pre-Petition Lenders or the Pre-Petition Agent or their representatives, attorneys or advisors in connection with matters relating to the Pre-Petition Financing Documents, the Pre-Petition Indebtedness, the Pre-Petition Collateral or any other related matters; without limitation of the foregoing (i) at no time shall any such committee or other person or entity have the right to use Lender Funds to prosecute any such claims, causes of action, objections, contests or defenses (collectively, "Claims and Defenses"), (ii) any such committee or other person or entity shall have the right to investigate any Claims and Defenses and to assert Claims and Defenses only in an action commenced in this Court on or before the

ninetieth (90th) day following the Petition Date, (iii) if no such action is commenced on or before such date, all Claims and Defenses shall be deemed, immediately and without further action by the Pre-Petition Agent or the Pre-Petition Lenders, to have been forever relinquished and waived as to such committee and any other person or entity, and (iv) if such an action is commenced on or before such date, all Claims and Defenses shall be deemed, immediately and without further action by the Pre-Petition Agent, the Pre-Petition Lenders, or the Court, to have been forever relinquished and waived as to such committee and any other person or entity, except with respect to Claims and Defenses that are expressly asserted in such action; provided, further, that as to the Debtors (but not binding on any other party), all such Claims and Defenses are hereby relinquished and waived as of the Effective Date. In addition to the foregoing, no Lender Funds may be used by any of the Debtors, any statutory committee or any other entity to object to or contest in any manner the Post-Petition Indebtedness or the Post-Petition Liens or to assert or prosecute any actions, claims or causes of action against the Post-Petition Agent or any of the Post-Petition Lenders, or their representatives, attorneys or advisors in connection with matters relating to the Post-Petition Financing Documents, the Post-Petition Indebtedness, the Post-Petition Collateral or any other related matters.

18. As long as any portion of the Post-Petition Indebtedness remains unpaid, or the Post-Petition Financing Documents remain in effect, the Debtors shall not seek, and it shall constitute an Event of Default (and automatic occurrence of the

Termination Date) if any of the Debtors seek, or if there is entered, an order dismissing any of the Chapter 11 cases. If an order dismissing any of the chapter 11 cases under section 1112 of the Bankruptcy Code or otherwise is at any time entered, such order shall provide (in accordance with sections 105 and 349 of the Bankruptcy) that (a) the Superpriority Claims and Post-Petition Liens granted pursuant to this Order to the Post-Petition Agent and the Post-Petition Lenders shall continue in full force and effect, shall remain binding on all parties in interest notwithstanding such dismissal and shall have been paid and satisfied in full, and (b) this Court shall retain jurisdiction to the extent it has the authority to do so, notwithstanding such dismissal, for the purposes of enforcing such Superpriority Claims and Post-Petition Liens.

19. Upon the occurrence and during the continuance of an Event of Default, the Post-Petition Agent, acting at the direction of the required Post-Petition Lenders, may exercise rights and remedies and take all or any of the following actions without further modification of the automatic stay pursuant to section 362 of the Bankruptcy Code (which is hereby deemed modified and vacated to the extent necessary to permit such exercise of rights and remedies and the taking of such actions) or further order of or application to this Court: (a) terminate the Commitments to the Debtors; (b) declare the principal of and accrued interest, fees and other liabilities constituting the Post-Petition Indebtedness to be due and payable; (c) setoff amounts in the Cash Collateral Account or any other accounts maintained with a Post-Petition Lender, or otherwise enforce rights against any other Collateral in the possession of the

Post-Petition Agent or any Post-Petition Lender; and/or (d) take any other action or exercise any other right or remedy permitted to the Post-Petition Agent or the Post-Petition Lenders under the Post-Petition Financing Documents, this Order or by operation of law; provided, however, the Post-Petition Agent and the Post-Petition Lenders may take the actions described in clauses (c) or (d) above only after providing five (5) business days' prior written notice to the Debtors, the United States Trustee, counsel to the Pre-Petition Agent, and any statutory committee(s) appointed in these chapter 11 cases. The Debtors waive any right to seek relief under the Bankruptcy Code, including without limitation, under section 105 of the Bankruptcy Code, to the extent any such relief would in any way restrict or impair the rights and remedies of the Post-Petition Agent and the Post-Petition Lenders set forth in this Order and in the Post-Petition Financing Documents, provided that such waiver shall not preclude the Debtors from contesting whether a Default or Event of Default has occurred and is then continuing.

20. Except as provided in the Post-Petition Financing Documents, the Debtors shall be enjoined and prohibited from at any time during their chapter 11 cases granting liens in the Pre-Petition Collateral, the Post-Petition Collateral or any portion thereof to any other parties pursuant to section 364(c) or (d) of the Bankruptcy Code or otherwise, which liens are senior, on a parity with or junior to the Post-Petition Liens unless and until the Post-Petition Indebtedness is indefeasibly paid in full.

21. The Debtors shall execute and deliver to the Post-Petition Agent and the Post-Petition Lenders all such agreements, financing statements, instruments and other documents as the Post-Petition Agent or any of the Post-Petition Lenders may reasonably request to evidence, confirm, validate or perfect the Post-Petition Liens granted pursuant hereto.

22. Without limiting the rights of access and information afforded the Post-Petition Agent and the Post-Petition Lenders under the Post-Petition Financing Documents, the Debtors shall permit representatives, agents and/or employees of the Post-Petition Agent and the Post-Petition Lenders to have reasonable access to their premises and their records during normal business hours (without unreasonable interference with the proper operation of the Debtors' businesses) and shall cooperate, consult with, and provide to such persons all such non-privileged information as they may reasonably request.

23. The Debtors shall promptly pay or reimburse the costs and the reasonable fees and expenses of the Post-Petition Agent and the Post-Petition Lenders (including attorneys', accountants' and other advisors' fees with copies of invoices submitted to the Debtors also furnished to the office of the United States Trustee and counsel for any committee appointed in these cases) as set forth in Section 13.3 of the Post-Petition Credit Agreement, including any unpaid costs, fees and expenses that were incurred or accrued prior to the Petition Date, as the case may be. The Adequate Protection Debtors shall promptly pay the costs and the reasonable fees and expenses of

the Pre-Petition Agent (including attorneys', accountants' and other advisors' fees with copies of invoices submitted to the Debtors also furnished to the office of the United States Trustee and counsel for any committee appointed in these cases) as set forth in Sections 3.2 and 12.5 of the Pre-Petition Credit Agreement, including, without limitation, any unpaid costs, fees and expenses that (i) were incurred or accrued prior to the Petition Date or (ii) incurred or to be incurred in connection with all matters relating to these chapter 11 cases. None of such costs, fees and expenses described in this paragraph shall be subject to the approval of this Court, and no recipient of any such payment shall be required to file with respect thereto any interim or final fee application with this Court.

24. All Liens granted herein and in the other Post-Petition Financing Documents to secure repayment of the Post-Petition Indebtedness and the Adequate Protection Obligations, shall pursuant to this Order be, and they hereby are, deemed perfected effective as of the Effective Date, and no further notice, filing or other act shall be required to effect such perfection; provided, however, if the Agents shall, in their sole discretion, choose to file such mortgages, financing statements, notices of liens and security interests, assignments and other similar documents, all such mortgages, financing statements or similar instruments shall be deemed to have been filed or recorded at the time and on the date of entry of this Order.

25. The provisions of this Order shall be binding upon and inure to the benefit of the Agents, each of the Lenders and the Debtors and their respective

successors and assigns (including any trustee or other fiduciary hereafter appointed as a legal representative of the Debtors or with respect to the property of the estates of the Debtors).

26. For purposes of this Order, the "Effective Date" shall be the Petition Date.

27. Based on the findings set forth in this Order and in accordance with section 364(e) of the Bankruptcy Code, which is applicable to the postpetition financing arrangements contemplated by this Order, in the event any or all of the provisions of this Order or any other Post-Petition Financing Documents are hereafter modified, amended or vacated by a subsequent order of this or any other Court, no such modification, amendment or vacation shall affect the validity, enforceability or priority of any Lien or claim authorized or created hereby or thereby. Notwithstanding any such modification, amendment or vacation, any claim granted to the Agents or the Lenders hereunder or under the other Post-Petition Financing Documents arising prior to the effective date of such modification, amendment or vacation shall be governed in all respects by the original provisions of this Order and the other Post-Petition Financing Documents, and the Agents and the Lenders, as the case may be, shall be entitled to all of the rights, remedies, privileges and benefits, including the Liens and priorities granted herein and therein, with respect to any such claim.

28. The Debtors are authorized to do and perform all acts, to make, execute and deliver all instruments and documents (including, without limitation, the

execution of additional security agreements, mortgages and financing statements) and to pay fees and expenses which may be required or necessary for the Debtors' performance under the Post-Petition Financing Documents, including, without limitation: (i) the execution of the Post-Petition Financing Documents, and (ii) the payment of the fees and other expenses described in the Post-Petition Financing Documents as such become due, including, without limitation, agent fees, commitment fees, letter of credit fees and facility fees and reasonable attorneys', financial advisors', consultants' and accountants' fees and disbursements as provided for in the Post-Petition Financing Documents.

29. The obligations of the Debtors in respect of the Post-Petition Indebtedness, including the Loans and all obligations in respect of the Letters of Credit shall not be discharged by the entry of an order confirming a plan of reorganization in any of the Debtors' chapter 11 cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors hereby waive such discharge.

30. The Debtors shall, on or before April 18, 2002, serve by United States mail, first-class postage prepaid, copies of the Motion, this Order and a notice of the hearing (the "Final Hearing Notice") to be held on May 9, 2002 at 1:30 p.m. to consider entry of the proposed Final Order on: (a) the consolidated list of forty (40) largest unsecured creditors of the Debtors; (b) the Office of the United States Trustee; (c) the Office of the United States Attorney for the District of Delaware; (d) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153, Attn: Marcia

Goldstein, Esq. and Klett Rooney Lieber & Schorling, PC, 1000 West Street, Suite 1410, Wilmington, Delaware 19801, Attn: Richard S. Cobb, Esq., co-counsel to the Post-Petition Agent; (e) Shearman & Sterling, 599 Lexington Avenue, New York, New York 10022, Attn: Mark Shapiro, Esq. and Marc Hankin, Esq. and Richards, Layton & Finger, P.A., One Rodney Square, P.O. Box 551, Wilmington, Delaware 19899, Attn: Mark Collins, Esq., co-counsel to the Pre-Petition Agent; and (f) Akin Gump Strauss Hauer & Feld, 590 Madison Avenue, New York, New York 10022, Attn: Fred Hodara, counsel to the Informal Committee of Noteholders. Copies of the Motion, this Order and the Final Hearing Notice shall be served upon all persons requesting service of papers pursuant to Bankruptcy Rule 2002 by United States mail, first-class postage prepaid, within two (2) business days following the receipt of such request. In addition, the following parties shall be mailed copies of this Order or such written summary of this Order as the Court may approve no later than April 18, 2002: all creditors known to the Debtors who may have liens against the Debtors' assets; the United States Internal Revenue Service; the Pension Benefit Guaranty Corporation; all landlords and/or mortgagees of the premises at which any of the Debtors' inventory or equipment is located; all equipment lessors of the Debtors; and any indenture trustees with respect to any indebtedness issued by the Debtors.

31. The Final Hearing Notice shall state that any party in interest objecting to the entry of the proposed Final Order shall file written objections with the Clerk of the Bankruptcy Court, with a copy served upon and received by Kirkland &

Ellis, 200 East Randolph Drive, Chicago, Illinois 60601, Attn: Matthew N. Kleiman, Esq.; Pachulski, Stang, Ziehl, Young & Jones P.C., 919 North Market, P.O. Box 8705, Wilmington, Delaware 19899, Attn: Laura Davis Jones, Esq.; Shearman & Sterling, 599 Lexington Avenue, New York, New York 10022, Attn: Mark Shapiro, Esq. and Marc Hankin, Esq.; Richards, Layton & Finger, P.A., One Rodney Square, P.O. Box 551, Wilmington, Delaware 19899, Attn: Mark Collins, Esq.; Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153, Attn: Marcia L. Goldstein, Esq.; and Klett Rooney Lieber & Schorling, PC, 1000 West Street, Suite 1410, Wilmington, Delaware 19801, Attn: Richard S. Cobb, Esq., so that such objections are received on or before 4:00 p.m. on May 3, 2002; any objections by creditors or other parties-in-interest to any of the provisions of this Order shall be deemed waived unless filed and received in accordance with the notice on or before the close of business on such date. Such notice shall constitute adequate and sufficient notice.

32. Notwithstanding anything herein, the entry of this Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair, (x) any of the rights of the Agents or the Lenders under the Bankruptcy Code or under non-bankruptcy law, including, without limitation, the right of the Agents or the Lenders to (i) request additional adequate protection of their interests in the Pre-Petition Collateral or the Post-Petition Collateral or relief from or modification of the automatic stay extant under section 362 of the Bankruptcy Code, including, without limitation, based upon the Adequate Protection Debtors' failure to

pay interest to the Pre-Petition Lenders (provided that nothing in this Order shall impair the Adequate Protection Debtors' or any other party's ability to contest any request of the Pre-Petition Agent or the Pre-Petition Lenders for additional adequate protection, or to assert that the Pre-Petition Agent and the Pre-Petition Lenders have received sufficient adequate protection pursuant to this Order), (ii) request conversion of any of the Debtors' chapter 11 cases to cases under chapter 7 of the Bankruptcy Code, and (iii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans or (y) any of the rights, claims or privileges (whether legal, equitable or otherwise) of the Agents or the Lenders. Notwithstanding the consent of the Pre-Petition Agent and the Pre-Petition Lenders to the priming of the Pre-Petition Liens pursuant to this Order, the Pre-Petition Agent and the Pre-Petition Lenders reserve their rights to not consent to the priming of the Pre-Petition Liens with respect to any additional Post-Petition Indebtedness incurred pursuant to the Final Order; provided that, in the event the Pre-Petition Agent or the Pre-Petition Lenders do not grant such consent or the Court does not enter the Final Order, then the rights of the Debtors to seek to prime the Pre-Petition Liens with respect to any additional Post-Petition Indebtedness or Refinancing Facility are preserved.

33. Any Subsidiary of the Debtors which hereafter becomes a debtor in a case under chapter 11 of the Bankruptcy Code in this Court shall, upon consent of the Post-Petition Agent, automatically, immediately upon the filing of a petition for relief for such Subsidiary, be deemed to be (i) one of the "Debtors" hereunder in all

respects and (ii) if such Subsidiary is a borrower or guarantor under the Pre-Petition Credit Agreement, one of the "Adequate Protection Debtors" hereunder in all respects, and all of the terms and provisions of this Order, including, without limitation, those provisions granting liens and security interests in all assets and properties of each of the Debtors, and Superpriority Claims in each of the Debtors' chapter 11 cases, shall immediately be applicable in all respects to such Subsidiary and its chapter 11 estate.

34. All of the rights, remedies, benefits, and protections provided to the Post-Petition Agent and the Post-Petition Lenders under this Order shall apply, without modification and notwithstanding the occurrence of the Termination Date, to any party who is subrogated to the rights of the Post-Petition Agent or the Post-Petition Lenders under the Post-Petition Financing Documents.

35. This Order shall constitute findings of fact and conclusions of law and shall take effect immediately upon execution hereof notwithstanding the possible application of FED. R. BANKR. P. 6004(g), 7062, 9014, or otherwise.

Dated: April 17, 2002

UNITED STATES BANKRUPTCY JUDGE

CONSENTED TO:

WEIL, GOTSHAL & MANGES LLP

By:

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767 Fifth Avenue
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Counsel for the Post-Petition Agent

AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.

By:

Fred S. Hodara
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Counsel for Informal Committee of Noteholders

KIRKLAND & ELLIS

By:

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Chicago, Illinois 60601
Counsel for Debtors

SHEARMAN & STERLING

By:

Marc B. Hankin
599 Lexington Avenue
New York, NY 10022
Counsel for Prepetition Agent

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
EXIDE TECHNOLOGIES, et al.,[1]	)	Case No. 02-11125 (JCA)
	)	(Jointly Administered)
Debtors.	)	

CERTIFICATE OF SERVICE

I, James E. O'Neill, hereby certify that on the 18th day of April, 2002, I caused a copy of the following document(s) to be served on the individuals on the attached service list(s) in the manner indicated:

Notice of Entry of Interim Order and Final Hearing on Motion for Interim and Final Orders (I) Authorizing Debtors to Obtain Post-Petition Financing Pursuant to Bankruptcy Code §§ 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3) and 364(d)(1) and (II) Authorizing Debtors to Utilize Cash Collateral Pursuant to Bankruptcy Code § 363, (III) Granting Adequate Protection to Prepetition Secured Lenders Pursuant to Bankruptcy Code §§ 361, 362 and 363 and (IV) Scheduling Final Hearing Pursuant to Bankruptcy Rule 4001(c)

Emergency Motion for Interim and Final Orders (I) Authorizing Debtors to Enter Into Post-Petition Credit Agreement and Obtain Post-Petition Financing Pursuant to Sections 363 and 364 of the Bankruptcy Code and (II) Authorizing Debtors to Utilize Cash Collateral of Prepetition Lenders Pursuant to Bankruptcy Code § 363, (III) Granting Adequate Protection to Prepetition Secured Lenders Pursuant to Bankruptcy Code §§ 361, 362 and 363 and (IV) Scheduling Final Hearing Pursuant to Bankruptcy Rule 4001(c)

[Signed] Interim Order Authorizing Debtors in Possession to Enter Into Post-Petition Credit Agreement and Obtain Post-Petition Financing Pursuant to Sections 363 and 364 of the Bankruptcy Code, Providing Adequate Protection, and Granting Liens, Security Interests and Super-Priority Claims

James E. O'Neill (Bar No. 4042)

[1] The Debtors in these proceedings are: Exide Technologies f/k/a Exide Corporation; Exide Delaware, L.L.C.; Exide Illinois, Inc. and RBD Liquidation, L.L.C.

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
EXIDE TECHNOLOGIES, et al.,[1]	)	Case No. 02-11125 (JCA)
	)	(Jointly Administered)
Debtors.	)	

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Emergency Motion for Interim and Final Orders (I) Authorizing Debtors to Enter Into Post-Petition Credit Agreement and Obtain Post-Petition Financing Pursuant to Sections 363 and 364 of the Bankruptcy Code and (II) Authorizing Debtors to Utilize Cash Collateral of Prepetition Lenders Pursuant to Bankruptcy Code § 363, (III) Granting Adequate Protection to Prepetition Secured Lenders Pursuant to Bankruptcy Code §§ 361, 362 and 363 and (IV) Scheduling Final Hearing Pursuant to Bankruptcy Rule 4001(c)

[Signed] Interim Order Authorizing Debtors in Possession to Enter Into Post-Petition Credit Agreement and Obtain Post-Petition Financing Pursuant to Sections 363 and 364 of the Bankruptcy Code, Providing Adequate Protection, and Granting Liens, Security Interests and Super-Priority Claims

James E. O'Neill (Bar No. 4042)

[1] The Debtors in these proceedings are: Exide Technologies f/k/a Exide Corporation; Exide Delaware, L.L.C.; Exide Illinois, Inc. and RBD Liquidation, L.L.C.

Exide Technologies 2002 Service List
Case No. 02-11125 (JCA)
April 18, 2002
Document No. 44763
04 - Hand Delivery
01- Overnight Delivery
45 – First Class Mail
04 - Foreign First Class Mail

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New York, NY 10022

First Class Mail
Water Gremlin Company
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White Bear Lake, MN 55110

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Atlanta, GA 30384-1935

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Statesville, NC 28625

First Class Mail
Grafika Commercial Printing
710 Johnston Street
Sinking Spring, PA 19608

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GE Capital
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Pittsburgh, PA 15274

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Atlanta, GA 30392-1860

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Grand Rapids, MI 49505

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Gopher Resources
3385 South Highway 149
Eagan, MN 55121-2395

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38 Palmer Place
Lanchaster, NY 14086

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Two Devon Square
Wayne, PA 19087

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Morrison & Foerster LLP
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San Francisco, CA 94105-2482

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Alter Asset Management, As Agent
Lombard, IL 60148

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County RT 113
Greenwich, NY 12834

First Class Mail
Federal Mogul Ignition Company
21497 Network Place
Chicago, IL 60673-1214

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Philadelphia, MS 39350

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800 Horicon Street
Mayville, WI 53050

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Terrell, TX 75160

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156-1 Fuh An Village
Ah Lieh Hsiang
Kadhsung Hsien
TAIWAN R.O.C.

Foreign First Class Mail
Yacht Battery
RM No. 5F-1 No. 212
Taipai

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CANADA JOL 1EO

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