

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

In re:) **Chapter 11**
)
EXIDE TECHNOLOGIES,) **Case No. 13-11482 (KJC)**
)
)
Debtor¹.)
) **Hrg. Date: October 26, 2015 at 10:00 a.m. (Eastern)**
) **Obj. Due: July 20, 2015 at 4:00 p.m. (Eastern)**

**SEVENTH INTERIM & FINAL FEE APPLICATION OF LAZARD FRÈRES AND CO.
LLC, AS INVESTMENT BANKER TO THE DEBTOR FOR ALLOWANCE OF
COMPENSATION AND REIMBURSEMENT OF EXPENSES FOR THE PERIOD
FROM JUNE 10, 2013 THROUGH MARCH 27, 2015**

Name of Applicant:	<u>Lazard Frères & Co. LLC</u>
Authorized to Provide Professional Services to:	<u>Debtor and Debtor-In-Possession</u>
Date of Retention:	<u>July 10, 2013, <i>nunc pro tunc</i> to June 10, 2013</u>
Interim Period for which compensation	<u>December 1, 2014 through March 27, 2015</u>
Final Period for which compensation	<u>June 10, 2013 through March 27, 2015</u>
Amount of Interim Compensation sought as actual, reasonable, and necessary:	<u>\$100,000.00</u>
Amount of Interim Expense Reimbursement sought as actual, reasonable, and necessary:	<u>\$109,897.10</u>
Amount of Final Compensation sought as actual, reasonable, and necessary:	<u>\$9,665,000.00</u>
Amount of Final Expense Reimbursement sought as actual, reasonable, and necessary:	<u>\$182,960.27</u>
Less: Amounts Paid to Date:	<u>\$9,793,209.12</u>
Net Amount of Compensation Requested:	<u>\$54,751.15</u>

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

This is a(n): monthly interim final application

Previous Applications Filed to Date:

Date & Docket No.	Period Covered	Requested Fees	Requested Expenses	CNO Date & Docket No.	Approved Fees	Approved Expenses	Amounts Paid	Balance Due
09/04/13 [634]	06/10/13 through 07/31/13	\$7,165,000.00	\$6,005.90	10/01/13 [800]	\$7,165,000.00	\$6,005.90	\$7,171,005.90	\$0.00
09/30/13 [791]	08/01/13 through 08/31/13	\$150,000.00	\$1,957.16 ²	10/23/13 [952]	\$150,000.00	\$1,957.16 ²	\$151,957.16	\$0.00
11/01/13 [1016]	09/01/13 through 09/30/13	\$150,000.00	\$1,740.84	11/26/13 [1117]	\$150,000.00	\$1,740.84	\$151,740.84	\$0.00
11/26/13 [1119]	10/01/13 through 10/31/13	\$150,000.00	\$2,555.55	12/19/13 [1176]	\$150,000.00	\$2,555.55	\$152,555.55	\$0.00
01/06/14 [1214]	11/01/13 through 11/30/13	\$150,000.00	\$2,844.66 ³	01/29/14 [1294]	\$150,000.00	\$2,844.66 ³	\$152,844.66	\$0.00
02/06/14 [1344]	12/01/13 through 12/31/13	\$150,000.00	\$35,426.21	03/04/14 [1304]	\$150,000.00	\$35,426.21	\$185,426.21	\$0.00
02/28/14 [1483]	01/01/14 through 01/31/14	\$150,000.00	\$4,126.27	03/25/14 [1586]	\$150,000.00	\$4,126.27	\$154,126.27	\$0.00
04/02/14 [1640]	02/01/14 through 02/28/14	\$150,000.00	\$381.24	04/28/14 [1713]	\$150,000.00	\$381.24	\$150,381.24	\$0.00
05/05/14 [1757]	03/01/14 through 03/31/14	\$150,000.00	\$1,699.94	06/02/14 [1853]	\$150,000.00	\$1,699.94	\$151,699.94	\$0.00
06/02/14 [1849]	04/01/14 through 04/30/14	\$150,000.00	\$2,699.85	06/25/14 [1934]	\$150,000.00	\$2,699.85	\$152,699.85	\$0.00
07/16/14 [2025]	05/01/14 through 05/31/14	\$150,000.00	\$3,898.82	08/08/14 [2126]	\$150,000.00	\$3,898.82	\$153,898.82	\$0.00
08/20/14 [2167]	06/01/14 through 06/30/14	\$150,000.00	\$1,804.76 ⁴	09/12/14 [2269]	\$150,000.00	\$1,804.76 ⁴	\$151,804.76	\$0.00

² Amount reflects the Fee Examiners recommended reduction of \$66.45.

³ Amount reflects the Fee Examiners recommended reduction of \$1,008.84.

⁴ Amount reflects the Fee Examiners recommended reduction of \$1,440.92.

Date & Docket No.	Period Covered	Requested Fees	Requested Expenses	CNO Date & Docket No.	Approved Fees	Approved Expenses	Amounts Paid	Balance Due
09/12/14 [2258]	07/01/14 through 07/31/14	\$150,000.00	\$1,501.96 ⁵	10/10/14 [2387]	\$150,000.00	\$1,501.96 ⁵	\$151,501.96	\$0.00
10/29/14 [2511]	08/01/14 through 08/31/14	\$150,000.00	\$305.57	11/26/14 [2673]	\$150,000.00	\$305.57	\$150,305.57	\$0.00
12/22/14 [2805]	09/01/14 through 09/30/14	\$150,000.00	\$2,063.16 ⁶	01/14/15 [2936]	\$150,000.00	\$2,063.16 ⁶	\$152,063.16	\$0.00
12/22/14 [2806]	10/01/14 through 10/31/14	\$150,000.00	\$2,826.38	01/14/15 [2937]	\$150,000.00	\$2,826.38	\$152,826.38	\$0.00
01/30/15 [3044]	11/01/14 through 11/30/14	\$150,000.00	\$1,224.90	02/25/15 [3176]	\$150,000.00	\$1,224.90	\$151,224.90	\$0.00
05/06/15 [3609]	12/01/14 through 12/31/14	\$100,000.00	\$75,145.95	05/29/15 [3736]	\$80,000.00	\$75,145.95	\$0.00	\$20,000.00
Current	01/01/15 through 03/27/15	\$0.00	\$34,751.15	TBD [tbd]	n/a	n/a	\$0.00	\$34,751.15
Total	06/10/13 through 03/27/15	\$9,665,000.00	\$182,960.27	n/a	\$9,645,000.00	\$148,209.12	\$9,793,209.12	\$54,751.15

⁵ Amount reflects the Fee Examiners recommended reduction of \$2,803.76.

⁶ Amount reflects the Fee Examiners recommended reduction of \$1,093.27.

LAZARD PROFESSIONALS
DECEMBER 1, 2014 THROUGH MARCH 27, 2015

Name of Professional Individual	Position of the Applicant and Area of Expertise	Hourly Billing Rate (including Changes)	Total Hours Billed	Total Compensation
Daniel Aronson	Managing Director	n/a	60.3	n/a
Juan Correa	Director	n/a	33.3	n/a
Parry Sorensen	Vice President	n/a	473.2	n/a
John McGinley	Financial Analyst	n/a	43.0	n/a
Souf Azargui	Financial Analyst	n/a	22.0	n/a
Michael Archer	Financial Analyst	n/a	506.1	n/a
TOTALS			1,137.9	\$100,000.00

COMPENSATION BY PROJECT CATEGORY
DECEMBER 1, 2014 THROUGH MARCH 27, 2015

Project Categories	Total Hours	Total Fees
Interface with Professionals, Official Committees, and Other Parties-In-Interest	150.5	n/a
Business Operations Planning, Monitoring, Reporting and Analysis	50.8	n/a
Preparation and/or review of Court Filings	22.0	n/a
Court Testimony/Deposition and Preparation	0.0	n/a
Valuation Analysis	75.8	n/a
Capital Structure Review and Analysis	0.0	n/a
Merger & Acquisition Activity	547.8	n/a
Financing including DIP and Exit Financing	266.5	n/a
General Corporate Finance, Research and Analysis, and Other Due Diligence	24.5	n/a
Fee Application, Engagement	0.0	n/a
Employee Retention Program	0.0	n/a
TOTAL	1,137.9	\$100,000.00

LAZARD PROFESSIONALS
JUNE 10, 2013 THROUGH MARCH 27, 2015

Name of Professional Individual	Position of the Applicant and Area of Expertise	Hourly Billing Rate (including Changes)	Total Hours Billed	Total Compensation
Daniel Aronson	Managing Director	n/a	926.1	n/a
Brandon Aebersold	Managing Director	n/a	417.1	n/a
Juan Correa	Director	n/a	98.3	n/a
Thomas Dyszkiewicz	Director	n/a	99.9	n/a
Parry Sorensen	Vice President	n/a	2,294.6	n/a
Paolo Dell'Orletta	Associate	n/a	193.0	n/a
Christopher Salamasick	Associate	n/a	189.2	n/a
John McGinley	Financial Analyst	n/a	348.3	n/a
Souf Azargui	Financial Analyst	n/a	53.1	n/a
Bohong Yang	Financial Analyst	n/a	49.5	n/a
Charlie Feng	Financial Analyst	n/a	38.0	n/a
Rachit Joshi	Financial Analyst	n/a	61.2	n/a
Michael Archer	Financial Analyst	n/a	2,288.6	n/a
TOTALS			7,056.9	\$9,665,000.00

COMPENSATION BY PROJECT CATEGORY
JUNE 10, 2013 THROUGH MARCH 27, 2015

Project Categories	Total Hours	Total Fees
Interface with Professionals, Official Committees, and Other Parties-In-Interest	1,314.3	n/a
Business Operations Planning, Monitoring, Reporting and Analysis	1,341.6	n/a
Preparation and/or review of Court Filings	94.5	n/a
Court Testimony/Deposition and Preparation	76.8	n/a
Valuation Analysis	861.9	n/a
Capital Structure Review and Analysis	342.8	n/a
Merger & Acquisition Activity	1,705.4	n/a
Financing including DIP and Exit Financing	810.2	n/a
General Corporate Finance, Research and Analysis, and Other Due Diligence	470.6	n/a
Fee Application, Engagement	10.5	n/a
Employee Retention Program	28.3	n/a
TOTAL	7,056.9	\$9,665,000.00

EXPENSE SUMMARY FOR THE INTERIM PERIOD
JANUARY 1, 2015 THROUGH MARCH 27, 2015

Expense Category	Service Provider (if applicable)	Total Expenses
Car Services and Taxis		\$2,557.08
Courier / Shipping		52.50
Electronic Information Service		2,346.15
Employee Meals		1,032.72
Legal Expenses		701.72
Legal fees		85,204.50
Meals-Meetings/Travel		465.32
Telephone/Telex/Fax-Usage		20.00
Travel		17,517.11
Total Expenses		\$109,897.10

EXPENSE SUMMARY FOR THE FINAL PERIOD
JUNE 10, 2013 THROUGH MARCH 27, 2015

Expense Category	Service Provider (if applicable)	Total Expenses
Car Services and Taxis		\$7,355.64
Courier/Shipping		72.49
Electronic Information Service		5,216.70
Employee Meals		4,060.96
Legal Expenses		995.66
Legal Fees		111,047.75
Meals-Meetings/Travel		1,304.28
Misc. Travel Expense		19.54
Photocopying Costs		687.57
Telephone/Telex/Fax-Usage		139.56
Temporary Wages		498.04
Travel		51,562.07
Total Expenses		\$182,960.27

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

In re:)	Chapter 11
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EXIDE TECHNOLOGIES,)	Case No. 13-11482 (KJC)
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Debtor¹.)	
)	Hrg. Date: October 26, 2015 at 10:00 a.m. (Eastern)
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**SEVENTH INTERIM & FINAL FEE APPLICATION OF LAZARD FRÈRES AND CO.
LLC, AS INVESTMENT BANKER TO THE DEBTOR FOR ALLOWANCE OF
COMPENSATION AND REIMBURSEMENT OF EXPENSES FOR THE PERIOD
FROM JUNE 10, 2013 THROUGH MARCH 27, 2015**

Pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the “Bankruptcy Code”), Rule 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rule 2014-1 and 2016-2(h) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals*, dated July 11, 2013 [D.I. 330] (the “Administrative Order”), Lazard Frères and Co. LLC (“Lazard”) hereby files this Seventh Interim and Final Fee Application of Lazard Freres & Co. LLC, as Investment Banker to the Debtor for Allowance of Compensation and Reimbursement of Expenses for the Period from June 10, 2013 Through March 27, 2015 (the “Application”) as set forth in their engagement letter (the “Engagement Letter”), attached hereto as **Exhibit A**. By the Application, Lazard seeks a interim allowance pursuant to the Administrative Order with respect to the sum of \$100,000.00 as compensation for the period

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

December 1, 2014 through and including March 27, 2015 (the “Interim Compensation Period”) and a final allowance pursuant to the Administrative Order with respect to the sums of \$9,665,000.00 as compensation and \$182,960.27 for reimbursement of actual and necessary expenses for a total of \$9,847,960.27 for the period June 10, 2013 through and including March 27, 2015 (the “Final Compensation Period”). In support of this Application, Lazard respectfully represents as follows:

BACKGROUND

1. On June 10, 2013, (the “**Petition Date**”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.
2. On July 10, 2013, the United States Bankruptcy Court for the District of Delaware entered the order authorizing the retention and employment of Lazard Frères and Co. LLC as investment banker to the Debtor *nunc pro tunc* to the petition date [Docket No. 329] (the “**Retention Order**”) attached hereto as **Exhibit B**.
3. On January 28, 2014, the Court entered an Order Appointing Fee Examiner and Establishing Related Procedures for Review of Professional Claims [Docket No. 1283].
4. On March 27, 2015, the Court entered an Order confirming the Debtors’ plan of reorganization [Dkt. No. 3423] (such Order, the “Confirmation Order”; and the chapter 11 plan of reorganization confirmed thereunder, the “Plan”).
5. The effective date of the Plan occurred on April 30, 2015 (the “Effective Date”).

COMPENSATION REQUEST

6. Lazard seeks allowance of compensation for professional services approve rendered to the Debtor during the Final Compensation Period in the aggregate amount of \$9,665,000.00 and for reimbursement of expenses incurred in connection with the rendition of such services in the aggregate amount of \$182,960.27, for a total award \$9,847,960.27 (the “Total Compensation Amount”).

7. All services for which compensation is requested by Lazard were performed for or on behalf of the Debtor and not on behalf of any committee, creditor, or other person.

8. Lazard has received no payment and no promises for payment from any source other than the Debtor for services rendered or to be rendered in any capacity whatsoever in connection with the matters covered by this Application.

9. For the convenience of the Court and all parties in interest, attached hereto as **Exhibit C** is a summary setting forth the name of each professional for whose work on this reorganization case compensation is sought.

SUMMARY OF SERVICES

10. The Managing Directors, Directors, Vice President, Associates and Analysts of Lazard who rendered professional services during the Application Period in these cases are as follows: Daniel Aronson (Managing Director); Brandon Aebersold (Managing Director); Juan Correa (Director); Thomas Dyszkiewicz (Director); Parry Sorensen (Vice President); Paolo Dell’Oretta (Associate); Christopher Salamasick (Associate); John McGinley (Analyst); Souf Azargui (Analyst); Bohong Yang (Analyst); Charlie Feng (Analyst); Rachit

Joshi (Analyst); and Michael Archer (Analyst).

11. During the Compensation Period, the Debtor relied heavily on the experience and expertise of the above-named persons in dealing with matters described in Paragraph 12. As a result, Lazard's highly skilled restructuring professionals devoted significant time and effort to perform properly and expeditiously the required professional services.

12. A summary by project category of all services rendered by Lazard for the Application Period is attached hereto. The professional services that Lazard rendered as investment banker to the Debtor included, but was not limited to, the following

- A. *Development of Plan of Reorganization* – Lazard, in coordination with the Debtor's management and other advisors, developed and negotiated the Debtor's Plan of Reorganization. Lazard's efforts to develop a Plan of Reorganization spanned over twelve months, beginning in early 2014 and concluding in March 2015 when final Bankruptcy Court approval was granted. During this period, Lazard advised the Debtor on tactics and strategies for negotiating with multiple stakeholders and provided input and analysis regarding debt capacity, valuation, plan feasibility, financing terms and liquidity needs.
- B. *DIP and Exit Financing* – Lazard assisted in the structuring, solicitation and negotiation of the Debtor's \$500 million of initial DIP financing, \$60 million of additional DIP Financing and \$200 million exit financing. As part of these processes, Lazard analyzed multiple potential financing structures, prepared marketing materials, contacted a number of potential lenders, coordinated due diligence and negotiated the terms and conditions of proposals. Lazard also participated in the drafting of the loan documents.
- C. *Merger & Acquisition Activity/Sale Process* – – In connection with the Debtor's dual-track restructuring strategy, Lazard devoted significant time pursuing an extensive M&A sale process. As part of this process, Lazard identified and contacted potential buyers, prepared marketing materials, organized an online data room and facilitated due diligence.
- D. *Assistance with General Bankruptcy* – Lazard participated in weekly, if not daily, planning sessions and other periodic meetings with the Debtor and their legal counsel and restructuring advisor concerning process and strategy issues related to the bankruptcy. Lazard participated in numerous meetings with the Debtor's management and presented materials regarding

the Debtor's business plan, reorganization strategy, bankruptcy process and other strategic issues. In addition, Lazard participated in discussions with various creditors and parties-in-interest to keep them informed about the Debtor's operations, financial projections, capital structure and other key events.

- E. Meetings and Oversight of Diligence with Creditors* – Lazard prepared, reviewed, advised and assisted in the preparation of presentation materials for the Debtor's creditors and their advisors. Lazard engaged in nearly daily conversations with multiple creditors and their advisors. Lazard, in coordination with the Debtor's management and restructuring advisor, coordinated diligence meetings and calls on a number of different topics and work streams. Lazard professionals also maintained a comprehensive on-line data room.
- F. Financial Analysis*– Lazard professionals assisted the Debtor's management and restructuring advisor in preparing various presentations and analyses related to the Debtor's capital structure, financial projections and cash flow forecasts.

SUMMARY OF EXPENSES

13. During the Application Period, Lazard incurred or disbursed actual and necessary costs and expenses related to these cases in the amount of \$182,960.27. The expenses incurred include, but are not limited to, ground transportation, business meals, legal fees and travel expenses. A summary by category of all the necessary costs and expenses incurred by Lazard for the Application Period is attached hereto as **Exhibit D**.

NOTICE

14. In compliance with the Interim Compensation Procedures Order, this Application will be served on the following parties: (i) the Debtor, Excide Technologies, 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004, Attn: Phillip A. Damaska; (ii) counsel to the agent under the debtor in possession financing, Davis, Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Damian S. Schaible, Esq.; Richards, Layton, & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware

19801, Attn: Mark D. Collins Esq.; (iii) counsel to the agent for the Debtor's prepetition secured lenders, Greenberg Traurig, LLP, 3333 Piedmont Road, NE Suite 2500 Atlanta, Georgia 30305, Attn: David B. Kurzweil Esq.; 1007 N. Orange St., Suite 1200, Wilmington Delaware 19801, Attn: Dennis A. Meloro, Esq.; (iv) the indenture trustee for the Debtor's secured bond issuances, Wells Fargo Bank, N.A., 150 East 42nd Street, 40th Floor, New York, New York 10017, Attn: James R. Lewis; Foley & Lardner LLP, 321 North Clark Street, Suite 2800, Chicago, Illinois 60654, Attn: Mark F. Hebbeln, Esq.; (v) the indenture trustee for the Debtor's unsecured bond issuances, U.S. Bank Corporate Trust Services, Global Corporate Trust Services, 60 Livingston Ave., EP-MN-WSID, St. Paul, Minnesota 55107, Attn: Cindy Woodward; (vi) counsel to the unofficial committee of senior secured noteholders, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Alice Belisle Eaton, Esq.; Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Pauline K. Morgan, Esq.; (vii) the Office of the United States Trustee for the District of Delaware, Office of the United States Trustee, Room 2207, Lockbox 35, 844 North King Street, Wilmington, Delaware 19801, Attn: Mark Kenney, Esq.; (viii) counsel to the Creditors' Committee Lowenstein Sandler LLP, 65 Livingston Avenue, Roseland, New jersey 07068, Attn: Sharon L. Levine, Esq. and Morris, Nichols, Arsht & Tunnell LLP, 1201 N Market Street, Suite 1600, Wilmington Delaware 19801, Attn: Robert J. Dehney, Esq.; and (ix) the fee examiner, Robert J. Keach Esq., Bernstein, Shur, Sawyer & Nelson, P.A., 100 Middle Street, P.O. Box 9729, Portland, Maine 04104-5029.

CONCLUSION

8. It is respectfully submitted that the amount requested by Lazard is fair and reasonable given (a) the complexity of the issues presented, (b) the time and labor required, (c)

the skill necessary to perform the financial advisory services, (d) the preclusion of other employment, and (e) the customary fees charged to clients in bankruptcy and non-bankruptcy situations.

WHEREFORE Lazard respectfully requests that the Court authorize for the period from June 10, 2013 through March 27, 2015, a final allowance be made to Lazard pursuant to the terms of the Administrative Order, with respect to the sum of \$9,655,000.00 as compensation for professional services rendered, and the sum of \$182,960.27 as reimbursement of actual and necessary costs and expenses, for a total of \$9,847,96.27 and that such sums be authorized for payment and for such other and further relief as this Court may deem just and proper.

Dated: June 29, 2015
New York, New York

LAZARD FRÈRES & CO. LLC

/s/ Brandon Aebersold

Brandon Aebersold
Managing Director
Lazard Frères & Co. LLC
30 Rockefeller Plaza, 61st Floor
New York, NY 10020
(212/632-6000)
Investment Banker to the Debtors and Debtors-in-
Possession

VERIFICATION

BRANDON AEBERSOLD, being duly sworn, deposes and says:

1. I am a Managing Director of Lazard Frères & Co. LLC (“Lazard”), which maintains offices for providing investment banking services at 30 Rockefeller Plaza, New York, New York 10020. Lazard has acted as an investment banker to and rendered professional services on behalf of the Debtor.
2. This affidavit is submitted pursuant to Bankruptcy Code Rule 2016 in connection with Lazard’s application (the “Application”) for Allowance of Compensation and Reimbursement of Expenses for the time period from June 10, 2013 through and including March 27, 2015 in the amount of **\$9,847,960.27**.
3. All of the services for which compensation is sought by Lazard were performed for and on behalf of the Debtor and not on behalf of any other person.
4. No agreement or understanding exists between Lazard and any other entity for the sharing of compensation received or to be received for services rendered in or in connection with these cases.
5. I have reviewed the requirements of Rule 2016-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, and I believe that this application complies with the Local Rule.

/s/ Brandon Aebersold

Brandon Aebersold
Managing Director

Sworn to before this 29th day of June 2015

/s/ Bradley Dunn

Bradley Dunn
Notary Public, State of New York
No. 01DU6292333
Qualified in New York County
Commission Expires November 4, 2017

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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In re: : Chapter 11

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

:

Reorganized Debtor.¹ :

: **Hrg. Date: October 26, 2015 at 10:00 a.m. (Eastern)**

----- x **Obj. Due: July 20, 2015 at 4:00 p.m. (Eastern)**

NOTICE OF SEVENTH INTERIM & FINAL FEE APPLICATION OF LAZARD FRÈRES AND CO. LLC, AS INVESTMENT BANKER TO THE DEBTOR FOR ALLOWANCE OF COMPENSATION AND REIMBURSEMENT OF EXPENSES FOR THE PERIOD FROM JUNE 10, 2013 THROUGH MARCH 27, 2015

PLEASE TAKE NOTICE that the reorganized debtor in the above-captioned bankruptcy case (the “Reorganized Debtor”) filed today the attached Seventh Interim & Final Fee Application Of Lazard Frères And Co. LLC, As Investment Banker To The Debtor For Allowance Of Compensation And Reimbursement Of Expenses For The Period From June 10, 2013 Through March 27, 2015 (the “Application”).

PLEASE TAKE FURTHER NOTICE that a hearing on the Application will be held on **October 26, 2015 at 10:00 a.m. (Eastern)** before the Honorable Kevin J. Carey, United States Bankruptcy Judge for the District of Delaware, in the United States Bankruptcy Court for the District of Delaware, 5th Floor, Courtroom 5, 824 North Market Street, Wilmington, Delaware 19801 (“Hearing”).

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Application or the relief requested therein must be made in writing, filed with the United States Bankruptcy

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

Court for the District of Delaware (the “Bankruptcy Court”), 824 Market Street, Wilmington, Delaware 19801, and served so as to be received by the following parties no later than **July 20, 2015 at 4:00 p.m. (Eastern)**:

(i) the Reorganized Debtor, Exide Technologies, 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004, Attn: Phillip A. Damaska (fax: 678-566-9188);

(ii) counsel to the Reorganized Debtor, Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, New York 10036, Attn: Kenneth S. Ziman, Esq. (ken.ziman@skadden.com) and J. Eric Ivester, Esq. (eric.ivester@skadden.com) and One Rodney Square, P.O. Box 636, Wilmington, Delaware 19899-0636, Attn: Anthony W. Clark, Esq. (anthony.clark@skadden.com) and 155 N. Wacker Drive, Chicago, Illinois 60606-1720, Attn: James J. Mazza, Jr. (james.mazza@skadden.com);

(iii) counsel to the agent under the debtor in possession financing, Davis, Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Damian S. Schaible, Esq. (damian.schaible@davispolk.com) and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins, Esq. (collins@rlf.com);

(iv) counsel to the agent for the Debtor’s prepetition secured lenders, Greenberg Traurig, LLP, 3333 Piedmont Road NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil, Esq. (kurzweild@gtlaw.com) and 1007 N. Orange St., Suite 1200, Wilmington, Delaware 19801, Attn: Dennis A. Meloro, Esq. (melorod@gtlaw.com);

(v) the indenture trustee for the Debtor’s secured bond issuances, Wells Fargo Bank, N.A., 150 East 42nd Street, 40th Floor, New York, New York 10017, Attn: James R. Lewis and Foley & Lardner LLP, 321 North Clark Street, Suite 2800, Chicago, Illinois 60654, Attn: Mark F. Hebbeln, Esq. (mhebbeln@foley.com);

(vi) the indenture trustee for the Debtor’s unsecured bond issuances, U.S. Bank National Association, Global Corporate Trust Services, 60 Livingston Ave., EP-MN-WS1D, St. Paul, Minnesota 55107, Attn: Cindy Woodward (cindy.woodward@usbank.com) and Arent Fox LLP, 1675 Broadway, New York, New York 10019, Attn: Andrew Silfen, Esq. (andrew.silfen@arentfox.com);

(vii) counsel to the unofficial committee of senior secured noteholders, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Alice Belisle Eaton, Esq. (aeaton@paulweiss.com) and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Pauline K. Morgan, Esq. (pmorgan@ycst.com);

(viii) the Office of the United States Trustee for the District of Delaware, Office of the United States Trustee, Room 2207, Lockbox 35, 844 North King Street, Wilmington, Delaware 19801, Attn: Mark S. Kenney, Esq. (fax 302-573-6497);

(ix) the GUC Trust Trustee, Peter S. Kravitz of Province, Inc., 29209 Canwood St., Suite 210, Agoura Hills, California 91301; and

(x) the fee examiner, Robert J. Keach, Esq., Bernstein, Shur, Sawyer & Nelson, P.A., 100 Middle Street, P.O. Box 9729, Portland, Maine 04104-5029 (rkeach@bernsteinshur.com).

Only objections timely received will be considered by the Bankruptcy Court at the Hearing.

[Remainder of page intentionally left blank]

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

Dated: Wilmington, Delaware
June 29, 2015

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

/s/ Dain A. De Souza

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

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

- and -

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

Counsel for Reorganized Debtor

EXHIBIT A

Engagement Letter

LAZARD

April 3, 2013

Exide Technologies
Building 200
13000 Deerfield Parkway
Milton, GA 30004

Attention: Phillip A. Damaska
Executive Vice President and Chief Financial Officer

Dear Ladies and Gentlemen:

This letter agreement (the "Agreement") confirms the understanding and agreement between Lazard Frères & Co. LLC ("Lazard") and Exide Technologies ("Exide") and its controlled subsidiaries (collectively with any entity formed or used for the purposes set forth herein, the "Company").

Assignment Scope:

The Company hereby retains Lazard as its investment banker¹ to provide Exide with general restructuring advice and to advise it in connection with any Restructuring, Sale Transaction and/or Financing (each as defined below) on the terms and conditions set forth herein. As used in this Agreement, the term "Restructuring" shall mean, collectively, any Convertible Note Exchange (as defined below) and any other restructuring, reorganization (whether or not pursuant to Chapter 11 of the United States Bankruptcy Code) and/or recapitalization of all or a significant portion of the Company's outstanding indebtedness (including bank debt, bond debt, and other on and off balance sheet indebtedness) and other liabilities (collectively, the "Existing Obligations") that is achieved, without limitation, through a solicitation of waivers and consents from the holders of Existing Obligations (collectively, the "Stakeholders"); rescheduling of the maturities of Existing Obligations; a change in interest rates, repurchase, settlement or forgiveness of Existing Obligations; conversion of Existing Obligations into equity; an exchange offer involving the issuance of new securities in exchange for Existing Obligations; the issuance of new securities, sale or disposition of assets, sale of debt or equity securities or other interests or other similar transaction or series of transactions. By signing this Agreement, we hereby accept our appointment as investment banker under the terms hereof.

¹ Nothing contained herein shall prohibit the Company from engaging additional professionals to provide such services as the Company shall deem necessary.

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Description of Services:

1. Lazard agrees, in consideration of the compensation provided in Section 2 below, to perform such investment banking services as the Company may reasonably request, including:

- (a) Reviewing and analyzing the Company's business, operations and financial projections;
- (b) Evaluating the Company's potential debt capacity in light of its projected cash flows;
- (c) Assisting in the determination of a capital structure for the Company;
- (d) Assisting in the determination of a range of values for the Company on a going concern basis;
- (e) Advising the Company on tactics and strategies for negotiating with the Stakeholders;
- (f) Rendering financial advice to the Company and participating in meetings or negotiations with the Stakeholders and/or rating agencies or other appropriate parties in connection with any Restructuring;
- (g) Advising the Company on the timing, nature, and terms of new securities, other consideration or other inducements to be offered pursuant to any Convertible Note Exchange or other Restructuring;
- (h) Advising and assisting the Company in evaluating any potential Financing² transaction by the Company, and identifying and contacting potential sources of capital as the Company may designate and assisting the Company in implementing such Financing;

² As used in this Agreement, the term "Financing" means any transaction or series of transactions involving the public or private issuance, sale, or placement of newly-issued (including securities held in treasury) equity, equity-linked or debt securities, instruments, or obligations of the Company, including any debtor-in-possession financing or exit financing in connection with a case under the Bankruptcy Code. Notwithstanding the foregoing, Financing shall not include (i) term loan financing arranged or provided by affiliates of Deutsche Bank, including Deutsche Bank AG New York Branch and Deutsche Bank Securities Inc., for up to \$200 million secured by the assets of one or more of the Company's European subsidiaries, or (ii) individual European country debt financing of up to \$200 million in the aggregate that the Company is able to raise by, or through the pledge of assets of, one or more of its European subsidiaries; provided, however, that if the Company requests Lazard's assistance in connection with the foregoing financing and Lazard provides assistance (in the negotiation, pricing or otherwise) that is not immaterial in implementing the foregoing financing, or, if the foregoing financing is a debtor-in-possession financing, then such financing shall be a Financing but Lazard shall be entitled to a reduced fee of 1.0% with respect to the amount raised in such Financing in lieu of the Financing Fee set forth in paragraph 2(e).

LAZARD

- (i) Assisting the Company in preparing documentation within our area of expertise that is required in connection with any Restructuring including, but not limited to, the preparation of exhibits to any plan and disclosure statement proposed by the Company;
- (j) Assisting the Company in identifying, interacting with and evaluating candidates for any potential Sale Transaction, marketing assets that are the subject of a potential Sale Transaction, and advising the Company in connection with negotiations and aiding in the consummation of any Sale Transaction³;
- (k) Attending meetings of the Board of Directors of Exide with respect to matters on which we have been engaged to advise hereunder;
- (l) Providing testimony, as necessary, with respect to matters on which we have been engaged to advise hereunder in any proceeding before the Bankruptcy Court; and
- (m) Providing the Company with other financial restructuring and strategic advice.

Fees:

2. As consideration for the services to be provided, the Company shall pay Lazard the following fees:

- (a) A monthly fee of \$150,000 (the "Monthly Fee"), payable on execution of this Agreement and on the first day of each month thereafter until the earlier of the completion of the Restructuring or the termination or expiration of Lazard's engagement pursuant to Section 10, provided, however, that the initial Monthly Fee shall be pro-rated for the actual number of days remaining from the date hereof until the end of the current month. All Monthly Fees paid with respect to all months prior to the

³ As used in this Agreement, the term "Sale Transaction" means any transaction or series of transactions with one or more unaffiliated third parties involving (a) an acquisition, merger, consolidation, or other business combination pursuant to which the business or assets of the Company are, directly or indirectly, combined with another company; (b) the acquisition, directly or indirectly, by a buyer or buyers (which term shall include a "group" of persons as defined in Section 13(d) of the Securities Exchange Act of 1934, as amended), of equity interests or options, or any combination thereof constituting a majority of the then outstanding stock of the Company or possessing a majority of the then outstanding voting power of the Company (except as may occur with current Stakeholders as a result of a Restructuring); (c) any other purchase or acquisition, directly or indirectly, by a buyer or buyers of significant assets, securities or other interests of the Company or (d) the formation of a joint venture or partnership with the Company or direct investment in the Company for the primary purpose of effecting a transfer of a material interest in the Company to a third party. For purposes hereof, any sale of newly issued securities (including securities held in treasury) shall be deemed a Financing and not a Sale Transaction.

LAZARD

consummation of any Convertible Note Exchange or Financing shall be credited (without duplication) against the fee payable pursuant to clauses (b) or (e) for each transaction and fifty percent (50%) of the Monthly Fees paid with respect to each month beginning with the seventh month of this engagement shall be credited (without duplication) against the fee payable pursuant to clause (c) or (d)(i). For the avoidance of any doubt, in the event that both a Convertible Note Exchange Fee and a Financing Fee become payable simultaneously, a Monthly Fee may be credited against either the Convertible Note Exchange Fee or the Financing Fee, but not both.

- (b) A fee payable upon consummation of any Convertible Note Exchange⁴, equal to 1.75% of the aggregate face value of any Existing Convertible Notes involved in any Convertible Note Exchange (a "Convertible Note Exchange Fee"); provided, however, that Convertible Note Exchange Fee shall be reduced to 1.5% upon a Financing Fee becoming payable, whether prior to or following the consummation of a Convertible Note Exchange. For the avoidance of doubt, if the Convertible Note Exchange Fee of 1.75% has been paid prior to consummation of a Financing, Restructuring or Sale Transaction, the portion of such fee in excess of 1.5% (the "Excess Convertible Note Fee") shall be credited (without duplication) against the next Financing Fee, Restructuring Fee, Majority Sale Transaction Fee or Minority Sale Transaction Fee (each as defined below).
- (c) A fee equal to \$4,000,000, payable upon the consummation of a Restructuring that cannot be categorized as solely a Convertible Note Exchange and/or a Financing and/or a Minority Sale Transaction, alone or in any combination thereof (the "Restructuring Fee").
- (d) (i) If, whether in connection with the consummation of a Restructuring or otherwise, the Company consummates a Sale Transaction involving all or a majority of the assets or all or a majority or controlling interest in the equity securities of the Company (a "Majority Sale Transaction"), Lazard

⁴ As used in this Agreement, the term "Convertible Note Exchange" means a potential transaction(s) or arrangement(s) involving all or a significant portion of the Company's floating rate Convertible Senior Subordinated Notes due 2013 (the "Existing Convertible Notes") that (i) is not consummated as part of any case under the Bankruptcy Code involving the Company and (ii) may take the form, without limitation, of a material reduction, repayment, settlement or prepayment of, or other exchange of cash for, all or such portion of the Existing Convertible Notes, conversion of all or such portion of the Existing Convertible Notes, to equity, an exchange of new securities for all or such portion of the Existing Convertible Notes, a modification, amendment or waiver of any material term of the Existing Convertible Notes, the receipt of a material consent with respect to all or such portion of the Existing Convertible Notes, other material restructuring of all or such portion of the Existing Convertible Notes, or other similar transaction(s) or arrangement(s).

LAZARD

shall be paid a fee (the "Majority Sale Transaction Fee") equal to the greater of (A) the fee calculated based on the Aggregate Consideration as set forth in Schedule I hereto or (B) the Restructuring Fee.

(ii) If, whether in connection with the consummation of a Restructuring or otherwise, the Company consummates any Sale Transaction not covered by clause (i) above (such Sale Transaction, a "Minority Sale Transaction"), the Company shall pay Lazard a fee (the "Minority Sale Transaction Fee") based on the Aggregate Consideration calculated as set forth in Schedule I hereto, provided, however, that Lazard shall not be entitled to receive a fee with respect to (x) one or more sale transactions for which the Aggregate Consideration does not exceed \$50 million in the aggregate (unless the Company requests Lazard's assistance in connection therewith and Lazard provides assistance (in the negotiation, pricing or otherwise) that is not immaterial, in which case the parties shall negotiate in good faith and agree in writing upon an appropriate fee for such services) or (y) any sale transactions involving only one or more of the assets or properties set forth on Schedule II attached hereto.

(iii) Any Majority Sale Transaction Fee or Minority Sale Transaction Fee shall be payable upon consummation of the applicable Sale Transaction.

- (e) A fee, payable upon consummation of a Financing, equal to 1.50% of the aggregate gross proceeds thereof (including any committed but undrawn amounts) raised in the Financing (the "Financing Fee"), except with respect to any Financing provided or arranged by Elliot Management or its affiliates, provided that Lazard shall be entitled to a reduced Financing Fee of 1.0% of such Financing provided or arranged by Elliot Management or its affiliates in the event that Lazard provides assistance to the Company in connection therewith (in the negotiation, pricing or otherwise).
- (f) For the avoidance of any doubt, (i) more than one fee may be payable pursuant to each of clauses (b), (c), (d) and (e) above and (ii) a transaction or series of related transactions may trigger fees under more than one of clauses (b), (c), (d) and (e) above; provided, however, that (x) if a Majority Sale Transaction is consummated in connection with a Restructuring, only the Majority Sale Transaction Fee shall be payable, and if previously paid, the Restructuring Fee shall be fully credited against the Majority Sale Transaction Fee, and (y) if any Minority Sale Transaction is consummated in connection with a Restructuring, only 50% of the Minority Sale Transaction Fee shall be payable, and, any fee in excess of such reduced Minority Sale Transaction Fee previously paid in respect of a Minority Sale Transaction shall be fully credited against the Restructuring Fee. For the avoidance of doubt, Lazard shall not be

LAZARD

entitled to collect both a Majority Sale Transaction Fee and a Restructuring Fee under this Agreement.

- (g) In addition to any fees that may be payable to Lazard and, regardless of whether any transaction occurs, the Company shall promptly reimburse Lazard for reasonable document production charges and all reasonable and reasonably documented out-of-pocket expenses incurred by Lazard prior to any expiration or termination of this Agreement in connection with the provision of its services hereunder (including travel and lodging, data processing and communications charges, courier services and other expenditures and the reasonable fees and expenses of counsel, if any, retained by Lazard).
- (h) As part of the compensation payable to Lazard hereunder, the Company agrees to the indemnification, contribution and related provisions (the "Indemnification Letter") attached to this Agreement as Addendum A and incorporated herein in their entirety.
- (i) All amounts referenced hereunder reflect United States currency and shall be paid in cash promptly after such amounts accrue hereunder (by wire transfer to an account designated in writing by Lazard).
- (j) Notwithstanding anything else contained in this Agreement, in no way shall the total fees payable by the Company pursuant to this Section 2 (or Section 10, if applicable) exceed \$10,000,000 in the aggregate regardless of the type and number of transactions consummated.

Retention in Chapter 11 Proceedings:

3. In the event of the commencement of chapter 11 proceedings, the Company agrees that it will use best efforts to obtain prompt authorization from the Bankruptcy Court to retain Lazard on the terms and conditions set forth in this Agreement under the provisions of Section 328(a) of the Bankruptcy Code. Subject to being so retained, Lazard agrees that during the pendency of any such proceedings, it shall continue to perform its obligations under this Agreement and that it shall file interim and final applications for allowance of the fees and expenses payable to it under the terms of this Agreement pursuant to the applicable Federal Rules of Bankruptcy Procedure, and the local rules and order of the Bankruptcy Court. The Company shall supply Lazard with a draft of the application and proposed retention order authorizing Lazard's retention sufficiently in advance of the filing of such application and proposed order to enable Lazard and its counsel to review and comment thereon. While the Company acknowledges and agrees that Lazard shall be under no obligation to provide any services under this agreement in the event that the Company becomes a debtor under the Bankruptcy Code unless Lazard's retention under the terms of this Agreement is approved under section 328(a) of the Bankruptcy Code by final order of the Bankruptcy Court (which order is acceptable to Lazard) and without limiting the termination right pursuant to paragraph 10, Lazard

LAZARD

currently intends to continue to provide its services hereunder while any application for such retention is pending. The retention application shall note that in so agreeing to seek Lazard's retention under Section 328(a) of the Bankruptcy Code, the Company acknowledges that it believes that Lazard's general restructuring experience and expertise, its knowledge of the capital markets and its merger and acquisition capabilities will inure to the benefit of the Company in pursuing any Restructuring, Sale Transaction or Financing, that the value to the Company of Lazard's services hereunder derives in substantial part from that expertise and experience and that, accordingly, the structure and amount of the deferred fees, including the Restructuring Fee, Majority Sale Transaction Fee, Minority Sale Transaction Fee and Financing Fee is reasonable regardless of the number of hours to be expended by Lazard's professionals in the performance of the services to be provided hereunder, and that the deferred fees shall not be considered to be "bonuses" or fee enhancements under applicable law.

Other:

4. No fee payable to any third party, by the Company or any other person or entity, shall reduce or otherwise affect any fee payable hereunder to us.

5. The Company will furnish or cause to be furnished to Lazard such current and historical financial information and other information regarding the business of the Company as Lazard may reasonably request in connection with this engagement. The Company represents and warrants to Lazard that all of the foregoing information and all Public Filings (as defined below) will be accurate and complete in all material respects at the time it is furnished, and agrees to keep Lazard advised of all developments materially affecting the Company or its financial position. In performing its services pursuant to this Agreement, Lazard shall be entitled to rely upon information furnished to it by the Company or any third party (provided that in the case of information related to the Company, such third party has been authorized or directed by the Company to provide such information) and information that is publicly available (including, without limitation, the Company's filings with the Securities and Exchange Commission or other regulatory authorities ("Public Filings")), may assume the accuracy and completeness of such information and shall not assume any responsibility for independent verification of any such information. The Company agrees to notify Lazard promptly if any information provided by the Company or any Public Filing becomes inaccurate, incomplete or misleading in any material respect, or of any material adverse change, or development that may lead to any material adverse change, in its business, properties, operations, financial condition or prospects. Lazard will not, as part of its engagement, undertake any independent valuation or appraisal of any of the assets or liabilities of the Company or of any third party.

6. In performing its services pursuant to this Agreement, Lazard is not assuming any responsibility for the decision of the Company or any other party to pursue (or not to pursue) any business strategy or to effect (or not to effect) any Restructuring, Sale Transaction, Financing or other transaction. Lazard shall not have any obligation or responsibility to provide "crisis management" for or business consultant services to the Company, and shall have no

LAZARD

responsibility for designing or implementing operating, organizational, administrative, cash management or liquidity improvements; nor shall Lazard be responsible for providing or deemed to have provided any tax, accounting, actuarial, legal or other specialist advice.

7. It is understood and agreed that nothing contained in this Agreement shall constitute an express or implied commitment by Lazard or Lazard Capital Markets LLC ("LCM") or any of their respective affiliates to underwrite, place or purchase any securities in a financing or otherwise, which commitment shall only be set forth in a separate underwriting, placement agency or purchase agreement, as applicable, relating to the financing. The Company agrees that the agreements providing for the purchase and sale of any portion of a Financing or a Convertible Note Exchange will contain representations of each investor (i) that such investor has carefully reviewed any disclosure documents used in the transaction, has been furnished with all materials that it considers relevant to an investment, and has had a full opportunity to ask questions of the Company concerning the terms and conditions of an investment, (ii) that no statement or written material contrary to the disclosure documents has been made or given to the investor by or on behalf of the Company and (iii) that the investor is not relying upon, and has not relied upon, any statement, representation or warranty made by any entity or person, including, without limitation, Lazard and LCM, except for the statements, representations and warranties made by the Company and contained in the purchase, exchange or similar agreement. The representations and warranties of the Company shall include representations to the effect that: (x) the issuance of securities, if any, has been authorized by all necessary corporate action and does not violate or conflict with any of the Company's organizational documents or material contracts, or any laws or regulations applicable to the Company; and (y) the transaction will comply with or is exempt from the registration requirements of the Securities Act of 1933, as amended. It is further understood that certain services hereunder may be subject to, among other things, satisfactory completion of due diligence by Lazard and LCM, market conditions, the absence of material adverse changes to the Company's business or financial condition, approval of any Lazard or LCM internal committee and any other conditions that Lazard or LCM may deem appropriate for transactions of such nature.

8. Simultaneously herewith, the parties hereto are entering into the Indemnification Letter. The Indemnification Letter shall survive any termination or expiration of our engagement hereunder in accordance with its terms.

9. In order to coordinate our efforts on behalf of the Company during the period of our engagement hereunder, the Company will promptly inform Lazard of any discussions, negotiations, or inquiries regarding a potential transaction, including any such discussions or inquiries that have occurred during the six month period prior to the date of this Agreement. In the event that Lazard receives an inquiry concerning any transaction, we will promptly inform the Company of such inquiry.

10. Our engagement hereunder will automatically expire on consummation of a Restructuring or a Majority Sale Transaction and may be earlier terminated by Exide or us at any time without liability or continuing obligation to the Company or us, except that (a) following

LAZARD

any termination or expiration of our engagement we shall remain entitled to any fees accrued pursuant to Section 2 but not yet paid prior to such termination or expiration, as the case may be, and to reimbursement of expenses incurred prior to such termination or expiration, as the case may be, and (b) in the case of termination by Exide or any expiration of our engagement, we shall remain entitled to full payment of all fees contemplated by Section 2 hereof and in accordance with this Agreement in respect of any Restructuring, any Sale Transaction and any Financing announced or resulting from negotiations occurring during the period from the date hereof until nine months following such termination or expiration, as the case may be, provided, however, that no fee will be payable with respect to any such transaction (i) unless and until such transaction has been consummated or (ii) for which the principal definitive agreement is executed following the termination of Lazard due to its bad faith, willful misconduct or gross negligence.

11. Lazard has been retained under this Agreement as an independent contractor to Exide, and nothing herein is intended to confer any rights or remedies as against Lazard upon any person (including the management, Board of Directors, employees, securityholders and creditors of the Company) other than Exide. In addition, it is understood and agreed that this Agreement and our engagement do not create a fiduciary relationship between Lazard and any person, including the Company or its management, Board of Directors, employees, securityholders and creditors. No one, other than senior management or the Board of Directors of Exide (in their capacities as such) is authorized to rely upon the Company's engagement of Lazard or any statements, advice, opinions or conduct by Lazard. Without limiting the foregoing, any advice, written or oral, rendered in the course of the Company's engagement of Lazard are solely for the purpose of assisting senior management or the Board of Directors of Exide (in their capacities as such) in evaluating the relevant Restructuring, Sale Transaction or Financing and does not constitute a recommendation to any stakeholder of the Company that such stakeholder might or should take in connection with any Restructuring, Sale Transaction or Financing. The Company agrees that, notwithstanding any termination or expiration of our engagement, any advice, written or oral, rendered by Lazard and the terms of our engagement hereunder may not be disclosed publicly or made available to third parties without the prior written consent of Lazard, except as required by applicable law. Notwithstanding the foregoing, nothing herein shall prohibit the Company from disclosing to any and all persons the tax treatment and tax structure of any transaction and the portions of any materials that relate to such tax treatment or tax structure.

12. In connection with the services to be provided hereunder, Lazard may employ the services of its affiliates and LCM and may share with any such entity any information concerning the Company on a needs to know basis and solely for purposes of providing Lazard's services hereunder, provided that Lazard and such entities shall be subject to all of the terms of the Confidentiality Agreement dated as of March 18, 2013 between the Company and Lazard and all such information shall constitute "Confidential Information" thereunder (except to the extent that any such information would fall within an exclusion to such term pursuant to the Confidentiality Agreement). Any such entity so employed shall be entitled to all of the benefits afforded to Lazard hereunder and under the Indemnification Letter and shall be entitled to be

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14. This Agreement and any claim related directly or indirectly to this Agreement (including any claim concerning advice provided pursuant to our engagement hereunder) shall be governed by and construed in accordance with the laws of the State of New York without regard to the principle of conflicts of law. No such claim shall be commenced, prosecuted or continued in any forum other than the courts of the State of New York located in the City and County of New York or the United States District Court for the Southern District of New York, and each of the parties hereby submits to the jurisdiction of such courts. Each of the parties hereby waives on behalf of itself and its successors and assigns any and all right to argue that the choice of forum provision is or has become unreasonable in any legal proceeding. Each of the parties waives all right to trial by jury in any action, proceeding or counterclaim (whether based upon contract, tort or otherwise) related to or arising out of this Agreement or the engagement of Lazard pursuant to, or the performance by Lazard of the services contemplated by, this Agreement.

If the foregoing Agreement is in accordance with your understanding of the terms of our engagement, please sign and return to us the enclosed duplicate hereof.

Very truly yours,

LAZARD FRERES & CO. LLC

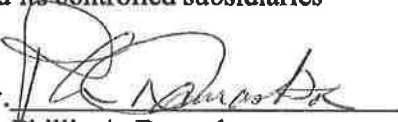
By:


Daniel Aronson
Managing Director

AGREED TO AND ACCEPTED
as of the date first written above:

Exide Technologies, on behalf of itself
and its controlled subsidiaries

By:


Phillip A. Damaska
Executive Vice President and Chief Financial Officer

LAZARD

SCHEDULE I

Fees for Sale Transactions

The following table outlines the Sale Transaction fee schedule. The total fee is calculated by breaking down the Aggregate Consideration and multiplying each increment by the corresponding incremental fee. For example, for a transaction in which the Aggregate Consideration paid is \$60 million, the fee would be \$625,000 + \$550,000 + \$175,000 which totals \$1.35 million.

<u>Aggregate Consideration</u> (\$ in millions)	<u>Incremental Fee %</u>
\$0 - \$25	2.50%
\$25 - \$50	2.20%
\$50 - \$100	1.75%
\$100 - \$200	1.30%
\$200 - \$300	1.10%
\$300 - \$400	1.00%
\$400 - \$500	0.90%
\$500 - \$600	0.86%
\$600 - \$700	0.82%
\$700 - \$800	0.78%
\$800 - \$900	0.74%
\$900 +	0.70%

For purposes hereof, the term "Aggregate Consideration" means (x) the total amount of cash and the fair market value (on the date of payment) of all of the property paid (and, subject to the penultimate sentence below, payable) to the Company or its equityholders (including amounts paid into escrow, subject to the penultimate sentence below) in connection with the Sale Transaction, including amounts paid (and, subject to the penultimate sentence below, payable) in respect of holders of convertible securities, preferred equity securities, warrants, stock appreciation rights, option or similar rights, whether or not vested, plus (y) the principal amount of all indebtedness for borrowed money of the Company or relevant Company entity, as applicable, that is paid off in connection with the consummation of the Sale Transaction or remains outstanding or is directly or indirectly assumed, cancelled, exchanged or forgiven by a third party in connection with the consummation of the Sale Transaction, less the amount of any cash or cash equivalents of the Company or the relevant Company entity, as applicable, that is directly or indirectly assumed or transferred to a third party in connection with the consummation of the Sale Transaction. For purposes of calculating Aggregate Consideration, (i) all shares will be deemed transferred where a Sale Transaction is effected by the transfer of shares, (a) constituting more than 50% of the then outstanding equity securities of or equity interest in the Company or relevant Company entity, as applicable, or (b) possessing more than

LAZARD

50% of the then outstanding voting power of the outstanding equity securities of or equity interest in the Company or relevant Company entity, as applicable, and (ii) the value of securities (whether debt or equity) that are freely tradable in an established public market will be determined on the basis of the average closing price in such market for the 10 trading days prior to the closing of the Sale Transaction (the "Valuation Date"); and the value of securities that have no established public market or other property will be the fair market value of such securities or other property on such Valuation Date as agreed between the parties in good faith. Aggregate Consideration shall also be deemed to include 50% of all unfunded pension liabilities and guarantees of monies borrowed assumed, cancelled, exchanged or forgiven directly or indirectly by a third party as agreed between the parties in good faith. If the Aggregate Consideration is subject to increase by contingent payments related to future events (including any amounts placed in escrow), the portion of our fee relating thereto shall either: (i) be agreed by the parties in good faith and paid to us upon consummation of the Sale Transaction, or (ii) if the parties cannot agree on such portion of the fee, shall be paid in accordance with this Schedule I if and when any such amounts are actually paid to the Company or the Company's securityholders set forth above, as applicable. Unless otherwise agreed by the Company acting in good faith, Aggregate Consideration shall not include any increase to the consideration paid to the Company or the Company's securityholders set forth above resulting from any working capital or similar purchase price adjustment.

LAZARD

SCHEDULE II

- 1) **Recycling manufacturing facilities in the United States**
- 2) **Two Plastics manufacturing facilities - one in United States and one in Europe**
- 3) **Oxide manufacturing facility in the United States**
- 4) **Tudor, India operations**
- 5) **New Zealand real estate sales**

EXHIBIT B

Retention Order

Indemnification Letter

LAZARD

April 3, 2013

Exide Technologies
Building 200
13000 Deerfield Parkway
Milton, GA 30004

Attention: Phillip A. Damaska
Executive Vice President and Chief Financial Officer

Gentlemen:

In connection with our engagement to advise and assist Exide Technologies and its controlled subsidiaries (collectively, "you") with the matters set forth in the engagement letter of even date herewith, you and we are entering into this letter agreement. It is understood and agreed that in the event that Lazard Frères & Co. LLC or any of our affiliates, or any of our or their respective directors, officers, members, employees, agents or controlling persons, if any (each of the foregoing, including Lazard Frères & Co. LLC, being an "Indemnified Person"), become involved in any capacity in any action, claim, proceeding or investigation brought or threatened by or against any person, including your securityholders, related to, arising out of or in connection with our engagement, you will promptly reimburse each such Indemnified Person for its reasonable and reasonably documented out-of-pocket legal and other expenses (including the cost of any investigation and preparation) as and when they are incurred in connection therewith, provided that the forgoing shall not include legal fees and expenses of more than one counsel (plus local counsel where necessary) retained by Lazard Frères & Co. LLC for all Indemnified Persons as relating to the same action, claim, proceeding or investigation; provided, however, that, notwithstanding anything to the contrary in this letter agreement, you will have no obligation under this agreement to reimburse us for our legal or other expenses to the extent incurred in respect of any claim by us against you for payment of any fees or reimbursement of expenses under paragraphs 2 or 10 of the engagement letter. You will indemnify and hold harmless each Indemnified Person from and against any losses, claims, damages, liabilities or expenses to which any Indemnified Person may become subject under any applicable federal or state law, or otherwise, related to, arising out of or in connection with our engagement, whether or not any pending or threatened action, claim, proceeding or investigation giving rise to such losses, claims, damages, liabilities or expenses is initiated or brought by you or on your behalf and whether or not in connection with any action, claim, proceeding or investigation in which you or any such Indemnified Person are a party, except to the extent that any such loss, claim, damage, liability or expense is found by a court of competent jurisdiction in a judgment which has become final in that it is no longer subject to appeal or review to have resulted primarily from such Indemnified Person's bad faith, willful misconduct or gross negligence. You also agree that no Indemnified Person shall have any liability (whether direct or indirect, in contract

Indemnification Letter

LAZARD

or tort or otherwise) to you or your securityholders or creditors related to, arising out of or in

connection with our engagement except to the extent that any loss, claim, damage or liability is found by a court of competent jurisdiction in a judgment which has become final in that it is no longer subject to appeal or review to have resulted primarily from such Indemnified Person's bad faith, willful misconduct or gross negligence.

If for any reason the foregoing indemnification is held unenforceable (other than due to a failure to meet the standard of care set forth above), then you shall contribute to the loss, claim, damage, liability or expense for which such indemnification is held unenforceable in such proportion as is appropriate to reflect the relative benefits received, or sought to be received, by you and your securityholders and creditors on the one hand and the Indemnified Persons on the other hand in the matters contemplated by our engagement as well as the relative fault of yourselves and such persons with respect to such loss, claim, damage, liability or expense and any other relevant equitable considerations. You agree that for the purposes hereof the relative benefits received, or sought to be received, by you and your securityholders and creditors and the Indemnified Persons shall be deemed to be in the same proportion as (i) the total value paid or proposed to be paid by or to you and your securityholders and creditors, as the case may be, pursuant to any transaction (whether or not consummated) for which we have been engaged to perform investment banking services bears to (ii) the fees paid or proposed to be paid to us in connection with such engagement; provided, however, that, to the extent permitted by applicable law, in no event shall we or any other Indemnified Person be required to contribute an aggregate amount in excess of the aggregate fees actually paid to us for such investment banking services. Your reimbursement, indemnity and contribution obligations under this agreement shall be joint and several, shall be in addition to any liability which you may otherwise have, shall not be limited by any rights we or any other Indemnified Person may otherwise have and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of yourselves, ourselves, and any other Indemnified Persons.

You agree that, without our prior written consent (which will not be unreasonably withheld), you will not settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action, proceeding or investigation in respect of which indemnification or contribution could be sought hereunder (whether or not we or any other Indemnified Persons are an actual or potential party to such claim, action, proceeding or investigation), unless such settlement, compromise or consent includes an unconditional release of each Indemnified Person from all liability arising out of such claim, action, proceeding or investigation. We agree that, without your prior written consent (which will not be unreasonably withheld), no Indemnified Person shall settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action, proceeding or investigation in respect of which indemnification or contribution will be sought hereunder. No waiver, amendment or other modification of this agreement shall be effective unless in writing and signed by each party to be bound thereby. This agreement and any claim related directly or indirectly to this agreement shall be governed and construed in accordance with the laws of the State of New York (without giving regard to the conflicts of law provisions thereof). No such claim shall be commenced,

Indemnification Letter

LAZARD

prosecuted or continued in any forum other than the courts of the State of New York located in the City and County of New York or the United States District Court for the Southern District of New York, and each of us hereby submits to the jurisdiction of such courts. Each party hereby waives on behalf of itself and its successors and assigns any and all right to argue that the choice of forum provision is or has become unreasonable. Each party (on its own behalf and, to the extent permitted by applicable law, on behalf of its securityholders and creditors) waive all right to trial by jury in any action, proceeding or counterclaim (whether based upon contract, tort or otherwise) related to, arising out of or in connection with this agreement or our engagement. This letter agreement shall survive and remain in full force and effect in accordance with its terms notwithstanding any termination or expiration of our engagement.

Very truly yours,


LAZARD FRERES & CO. LLC

By 
Daniel Aronson
Managing Director

AGREED TO AND ACCEPTED

as of the date first
above written:

Exide Technologies, on behalf of itself
and its controlled subsidiaries

By 
Phillip A. Damaska
Executive Vice President and Chief Financial Officer

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

----- X
In re: : Chapter 11
: :
EXIDE TECHNOLOGIES, : Case No. 13-11482 (KJC)
: :
Debtor,¹ : Related Docket No. 163, 302
: :
----- X

**ORDER PURSUANT TO BANKRUPTCY CODE SECTIONS 327(a) AND 328(a),
BANKRUPTCY RULES 2014(a) AND 2016, AND LOCAL BANKRUPTCY RULES
2014-1 AND 2016-2(h) (I) AUTHORIZING EMPLOYMENT AND RETENTION OF
LAZARD FRÈRES & CO. LLC AS INVESTMENT BANKER TO THE DEBTOR
NUNC PRO TUNC TO THE PETITION DATE, AND (II) MODIFYING CERTAIN
REQUIREMENTS OF LOCAL RULE 2016-2**

Upon the Application (the "Application")² of the above captioned debtor and debtor in possession (the "Debtor") (i) authorizing the retention and employment of Lazard Frères & Co. LLC ("Lazard") as its investment banker *nunc pro tunc* to the Petition Date, and (ii) modifying the information requirements of Local Rule 2016-2; and upon the Aronson Declaration; and upon the First Day Declaration; and this Court having found that it has jurisdiction to consider the Application under 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding under 28 U.S.C. §157(b)(2); and this Court having found that venue of this proceeding and the Application in this District is proper under 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtor has provided due and proper notice of the Application under the particular circumstances; and this Court having found that (A) Lazard does not hold an interest adverse to the interests of the estate with respect to the matters on which

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

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

Lazard will be employed, (B) Lazard is a “disinterested person” as that term is defined under Bankruptcy Code section 101(14), (C) the Application and the Aronson Declaration are in full compliance with all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules, and (D) the relief requested in the Application is in the best interests of the Debtor’s estate, its creditors, and other parties-in-interest; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED that:

1. The Application is GRANTED as provided herein, *nunc pro tunc* to the Petition Date.
2. The retention and employment of Lazard as investment banker to the Debtor pursuant to Bankruptcy Code sections 327(a) and 328(a), Bankruptcy Rules 2014(a) and 2016, and Local Bankruptcy Rules 2014-1 and 2016-2(h), *nunc pro tunc* to the Petition Date, on the terms and conditions set forth in the Engagement Letter, as modified herein, is approved.
3. All of Lazard’s compensation as set forth in the Engagement Letter, including, without limitation, the Monthly Fee, the Convertible Note Exchange Fee, the Restructuring Fee, the Majority Sale Transaction Fee, the Minority Sale Transaction Fee, and the Financing Fee (each as defined in the Engagement Letter), are approved.
4. The Debtor is authorized to pay Lazard’s fees and to reimburse Lazard for its costs and expenses as provided in the Engagement Letter in accordance with the monthly, interim, and final fee application process approved by this Court, and none of the fees payable to Lazard shall constitute a “bonus” or fee enhancement under applicable law.
5. Lazard’s compensation shall be subject to the standard of review provided in Bankruptcy Code section 328(a) and not subject to any other standard of review under Bankruptcy Code section 330.

6. Notwithstanding any provision to the contrary in this Order, the U.S. Trustee shall have the right to object to Lazard's request(s) for interim and final compensation and reimbursement based on the reasonableness standard provided in Bankruptcy Code section 330, not Bankruptcy Code section 328(a).

7. In light of services to be provided by Lazard and the structure of Lazard's compensation pursuant to the Engagement Letter, Lazard and its professionals shall be excused from: (i) the requirement to maintain or provide detailed time records in accordance with Local Rule 2016-2; and (ii) conforming with a schedule of hourly rates for its professionals. Instead, notwithstanding that Lazard does not charge for its services on an hourly basis, Lazard will instead be entitled to maintain time records (in summary format) of its services rendered for the Debtor in half-hour (0.50) increments, not tenth-hour (0.10) increments, setting forth, in summary format, a description of the services rendered and the professionals rendering such services, and will present such records together with its fee applications filed with this Court.

8. The Debtor shall be bound by the Indemnification Obligations and will indemnify and hold harmless Lazard and the other Indemnified Parties, pursuant to the Engagement Letter, subject, during the pendency of the Chapter 11 Case, to the following:

- a. subject to the provisions of subparagraphs (b) and (d), infra, the Debtor is authorized to indemnify, and to provide contribution and reimbursement to, and shall indemnify, and provide contribution and reimbursement to, the Indemnified Persons (as defined in the Indemnification Letter) in accordance with the Indemnification Letter for any claim arising from, related to, or in connection with the services provided for in the Engagement Letter;
- b. notwithstanding any provisions of the Indemnification Letter to the contrary, the Debtor shall have no obligation to indemnify Lazard or provide contribution or reimbursement to Lazard (i) for any claim or expense that is judicially determined (the determination having become final) to have arisen from Lazard's bad faith, self-dealing, breach of fiduciary duty (if any), willful misconduct, or gross negligence, (ii) for a contractual dispute in which the Debtor alleges the breach of Lazard's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to In re United Artists Theatre Company, et. al., 315 F.3d 217 (3d

Cir. 2003), or (iii) for any claim or expense that is settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing pursuant to subparagraph (d), *infra*, to be a claim or expense for which Lazard should not receive indemnity, contribution, or reimbursement under the terms of the Indemnification Letter, as modified by this Order;

- c. if, during the pendency of the Chapter 11 Case, the indemnification is held unenforceable by reason of the exclusions set forth in subparagraph (b) above and Lazard makes a claim for the payment of any amounts by the Debtor on account of the Debtor's contribution obligations, then the proviso set forth in the second sentence of the contribution provisions in the Indemnification Letter shall not apply; and
- d. if, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the case (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing the case, Lazard believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution, and/or reimbursement obligations under the Indemnification Letter, as modified by this Order, including without limitation the advancement of defense costs, Lazard must file an application therefor in this Court, and the Debtor may not pay any such amounts to Lazard before the entry of an order by this Court approving the payment. This subparagraph (d) is intended only to specify the period of time during which this Court shall have jurisdiction over any request for compensation and expenses by Lazard for indemnification, contribution, or reimbursement and is not a provision limiting the duration of the Debtor's obligation to indemnify Lazard.

9. During the pendency of the Chapter 11 Case, the second sentence of paragraph 11 of the Engagement Letter, relating to fiduciary duty, shall have no force or effect.

10. The Debtor and Lazard are authorized and directed to take all actions necessary to effectuate the relief granted pursuant to the Order.

11. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, 9014 or otherwise, this Order shall be immediately effective and enforceable upon its entry.

12. The relief granted herein, including, without limitation, approval pursuant to Bankruptcy Code section 328(a) of the Fee and Expense Structure and the Indemnification Obligations, shall be binding upon any chapter 11 trustee appointed in the Chapter 11 Case, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of the Chapter 11

Case to a case under chapter 7.

13. To the extent that this Order is inconsistent with the Engagement Letter, the terms of this Order shall govern.

14. During the pendency of the Chapter 11 Case, this Court retains jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Order.

Dated: Wilmington, Delaware
July 10, 2013

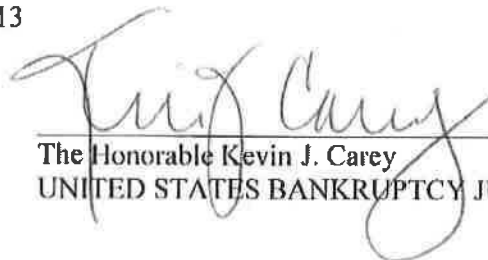

The Honorable Kevin J. Carey
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT C

Details of Hours Expended

Exide Technologies
Lazard Frères & Co. LLC
Summary of Services Rendered by Project

June 10, 2013 - March 27, 2015

Project #	Project Description	Total
1	Interface with Professionals, Official Committees, and Other Parties-In-Interest	1,314.3
2	Business Operations Planning, Monitoring, Reporting and Analysis, and Projections	1,341.6
3	Preparation and/or Review of Court Filings	94.5
4	Court Testimony/Deposition and Preparation	76.8
5	Valuation Analysis	861.9
6	Capital Structure Review and Analysis	342.8
7	Merger & Acquisition Activity	1,705.4
8	Financing Including DIP and Exit Financing	810.2
9	General Corporate Finance, Research and Analysis, and Other Due Diligence	470.6
10	Fee Application, Engagement	10.5
11	Employee Retention Program	28.3
TOTAL		<u>7,056.9</u>

Summary of Services Rendered by Professional

Name	Total
Daniel Aronson, Managing Director	926.1
Brandon Aebersold, Managing Director	417.1
Juan Correa, Director	98.3
Thomas Dyszkiewicz, Director	99.9
Parry Sorensen, Vice President	2,294.6
Paolo Dell'Orletta, Associate	193.0
Christopher Salamasick, Associate	189.2
John McGinley, Analyst	348.3
Souf Azargui, Analyst	53.1
Bohong Yang, Analyst	49.5
Charlie Feng, Analyst	38.0
Rachit Joshi, Analyst	61.2
Michael Archer, Analyst	2,288.6
TOTAL	<u>7,056.9</u>

7th Interim Period
Details of Hours Expended

Exide Technologies
Lazard Frères & Co. LLC
Summary of Services Rendered by Project

December 1, 2014 - March 27, 2015

<u>Project #</u>	<u>Project Description</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Total</u>
1	Interface with Professionals, Official Committees, and Other Parties-In-Interest	82.8	32.8	35.0	63.5	150.5
2	Business Operations Planning, Monitoring, Reporting and Analysis, and Projections	36.6	2.2	12.0	14.7	50.8
3	Preparation and/or Review of Court Filings	3.8	9.8	8.5	9.0	22.0
4	Court Testimony/Deposition and Preparation	0.0	0.0	0.0	0.0	0.0
5	Valuation Analysis	10.0	34.3	31.5	106.7	75.8
6	Capital Structure Review and Analysis	0.0	0.0	0.0	0.0	0.0
7	Merger & Acquisition Activity	291.3	204.5	52.0	11.0	547.8
8	Financing Including DIP and Exit Financing	17.5	106.5	142.5	188.5	266.5
9	General Corporate Finance, Research and Analysis, and Other Due Diligence	17.5	0.0	7.0	9.0	24.5
10	Fee Application, Engagement	0.0	0.0	0.0	0.0	0.0
11	Employee Retention Program	0.0	0.0	0.0	0.0	0.0
TOTAL		459.4	389.9	288.5	402.4	1,137.8

Summary of Services Rendered by Professional

<u>Name</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Total</u>
Daniel Aronson, Managing Director	60.3	0.0	0.0	0.0	60.3
Juan Correa, Director	11.3	11.5	10.5	0.0	33.3
Parry Sorensen, Vice President	175.0	173.7	124.5	183.9	473.2
John McGinley, Analyst	13.3	16.3	13.5	15.2	43.0
Souf Azargui, Analyst	10.5	6.0	5.5	9.5	22.0
Michael Archer, Analyst	189.1	182.5	134.5	193.9	506.1
TOTAL	459.4	389.9	288.5	402.4	1,137.8

Exide Technologies
Time Detail
Lazard Frères & Co. LLC
Daniel Aronson - Managing Director

Date:	Description of Work:	Hours:	Code
12/01/14	Call with management and professionals re: process materials	1.0	7
12/01/14	Correspondence with interested parties	3.0	7
12/02/14	Review of materials for UCC update	1.0	1
12/02/14	Call with UCC advisors (standing weekly call re: M&A process)	0.5	1
12/02/14	Correspondence with interested parties	1.0	7
12/03/14	Correspondence with interested parties	3.0	7
12/04/14	Call with UNC advisor re: backstop negotiations	1.0	8
12/04/14	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
12/04/14	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
12/05/14	Correspondence with interested parties	1.5	7
12/05/14	Review of initial indications	1.0	7
12/05/14	Internal call re: initial indications	1.5	7
12/06/14	Call with management and professionals re: initial indications	0.5	7
12/06/14	Review of BOD materials	2.0	2
12/07/14	Call with management and professionals re: general case matters	1.0	1
12/07/14	Review of BOD materials	1.0	2
12/07/14	Review of initial indication	0.5	7
12/08/14	BOD call	1.0	1
12/08/14	Call with UCC advisors (standing weekly call re: M&A process)	0.5	1
12/08/14	Call with management and professionals re: Ad Hoc Equity Committee filings	0.5	3
12/08/14	Correspondence with interested parties	2.5	7
12/09/14	Call with management and professionals re: TSA	1.0	7
12/10/14	Call with management and professionals re: general case matters	0.5	1
12/10/14	BOD call	1.0	1
12/11/14	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
12/11/14	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
12/11/14	Call with management and professionals re: TSA	1.0	7
12/11/14	Review of materials re: discussions with DIP agent	1.0	8
12/11/14	Call with DIP agent	0.5	8
12/12/14	Call with management and professionals re: general case matters	0.5	1
12/12/14	Review of materials re: M&A process update	0.5	1
12/14/14	Review of process materials	2.0	7
12/15/14	Review of materials re: M&A process update	1.0	1
12/15/14	Call with management and professionals re: general case matters	0.5	1
12/15/14	Call with UNC and advisors re: M&A process	1.0	1
12/15/14	Call with management and professionals re: process materials	1.0	7
12/15/14	Internal call re: M&A process	0.5	7
12/15/14	Review of materials re: diligence requests from interested parties	1.0	7
12/16/14	Internal call re: M&A process	1.0	7
12/16/14	Review of materials for UCC update	1.0	1
12/16/14	Call with UCC advisors (standing weekly call re: M&A process)	0.5	1
12/17/14	Call with management and professionals re: management presentations and site visits	1.0	7
12/17/14	Review of process materials	1.5	7
12/18/14	Call with management and professionals re: interested party due diligence	1.5	7
12/18/14	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
12/18/14	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
12/18/14	Review of materials re: M&A process update	1.0	1
12/19/14	Call with DIP lenders	0.5	8
12/19/14	Call with UNC advisors re: general case matters	1.0	1
12/22/14	Call with UNC advisors re: general case matters	1.0	1
12/22/14	Call with management and professionals re: interested party due diligence	0.5	7
12/22/14	BOD call	1.0	1
12/22/14	Review of management's weekly liquidity report	0.3	2
12/23/14	Call with UCC advisors (standing weekly call re: M&A process)	0.5	1
12/24/14	Call with UNC advisors re: general case matters	1.0	1
12/27/14	Review of draft APA	1.0	7
12/27/14	Internal call re: M&A process	1.0	7
12/29/14	Call with UNC advisors re: general case matters	1.0	1
12/30/14	Review of process materials	2.0	7
12/31/14	Correspondence with interested parties	0.5	7
December Hours		60.3	

Exide Technologies
 Time Detail
 Lazard Frères & Co. LLC
 Juan Correa - Director

<u>Date:</u>	<u>Description of Work:</u>	<u>Hours:</u>	<u>Code</u>
12/03/14	M&A Process (Buyer outreach/admin)	0.8	7
12/04/14	M&A Process (Buyer outreach/admin)	1.5	7
12/05/14	M&A Process (Buyer outreach/admin)	1.0	7
12/10/14	M&A Process (Buyer outreach/admin)	1.0	7
12/16/14	Internal call re: M&A process	1.0	7
12/17/14	Review of process materials	1.0	7
12/19/14	M&A Process (Buyer outreach/admin)	1.0	7
12/21/14	Review of valuation materials	3.0	5
12/22/14	Review of valuation materials	1.0	5
December Hours		11.3	

Exide Technologies
Time Detail
Lazard Frères & Co. LLC
Juan Correa - Director

<u>Date:</u>	<u>Description of Work:</u>	<u>Hours:</u>	<u>Code</u>
01/09/15	M&A Process (Buyer outreach/admin)	1.0	7
01/13/15	M&A Process (Buyer outreach/admin)	0.5	7
01/15/15	Review of valuation materials	3.0	5
01/20/15	M&A Process (Buyer outreach/admin)	0.5	7
01/21/15	Internal call re: M&A process	1.0	7
01/23/15	Internal call re: M&A process	1.0	7
01/26/15	Review of process materials	2.0	7
01/27/15	M&A Process (Buyer outreach/admin)	0.5	7
01/28/15	Review of valuation materials	2.0	5
January Hours		<u>11.5</u>	

Exide Technologies
 Time Detail
 Lazard Frères & Co. LLC
 Juan Correa - Director

<u>Date:</u>	<u>Description of Work:</u>	<u>Hours:</u>	<u>Code</u>
02/25/15	Review of valuation materials	4.0	5
02/26/15	Review of valuation materials	2.5	5
02/27/15	Review of valuation materials	4.0	5
February Hours		10.5	

Exide Technologies
Time Detail
Lazard Frères & Co. LLC
Parry Sorensen - Vice President

<u>Date:</u>	<u>Description of Work:</u>	<u>Hours:</u>	<u>Code</u>
12/01/14	Review of management's weekly liquidity report	0.3	2
12/01/14	Call with management and professionals re: process materials	1.0	7
12/01/14	Preparation of materials re: diligence requests from interested parties	5.0	7
12/01/14	Diligence call with interested party	0.5	7
12/01/14	Diligence call with interested party	1.0	7
12/01/14	Correspondence with interested parties	3.5	7
12/01/14	Call with UNC advisors re: general case matters	0.5	1
12/01/14	Analysis related to response to Ad Hoc Equity Committee filings	1.0	9
12/02/14	Preparation of materials for UCC update	1.0	1
12/02/14	Call with UCC advisors (standing weekly call re: M&A process)	0.5	1
12/02/14	Diligence call with interested party	1.0	7
12/02/14	Correspondence with interested parties	2.8	7
12/02/14	Analysis related to response to Ad Hoc Equity Committee filings	2.0	9
12/02/14	Preparation of materials re: diligence requests from interested parties	4.3	7
12/02/14	Preparation of materials re: backstop negotiations	2.5	8
12/03/14	Diligence call with interested party	1.0	7
12/03/14	Diligence call with interested party	1.0	7
12/03/14	Diligence call with interested party	1.0	7
12/03/14	Correspondence with interested parties	3.0	7
12/03/14	Preparation of materials re: diligence requests from interested parties	2.8	7
12/03/14	Analysis related to response to Ad Hoc Equity Committee filings	1.5	9
12/03/14	Review of supplemental Ad Hoc Equity Committee filings	1.3	3
12/04/14	Call with UNC advisor re: backstop negotiations	1.0	8
12/04/14	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
12/04/14	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
12/04/14	Correspondence with interested parties	3.5	7
12/04/14	Diligence call with interested party	1.0	7
12/04/14	Preparation of materials re: diligence requests from interested parties	3.8	7
12/05/14	Correspondence with interested parties	2.3	7
12/05/14	Review of initial indications	2.8	7
12/05/14	Internal call re: initial indications	1.5	7
12/06/14	Call with management and professionals re: initial indications	0.5	7
12/06/14	Preparation of BOD materials	5.5	2
12/07/14	Call with management and professionals re: general case matters	1.0	1
12/07/14	Preparation of BOD materials	4.5	2
12/07/14	Review of initial indication	0.5	7
12/08/14	BOD call	1.0	1
12/08/14	Call with UCC advisors (standing weekly call re: M&A process)	0.5	1
12/08/14	Call with management and professionals re: Ad Hoc Equity Committee filings	0.5	3
12/08/14	Review of initial indication	0.5	7
12/08/14	Analysis related to response to Ad Hoc Equity Committee filings	1.8	9
12/08/14	Correspondence with interested parties	2.5	7
12/08/14	Preparation of materials re: diligence requests from interested parties	1.3	7
12/09/14	Call with management and professionals re: TSA	1.0	7
12/09/14	Analysis related to response to Ad Hoc Equity Committee filings	0.8	9
12/09/14	Review of initial indication	0.5	7
12/09/14	Correspondence with interested parties	1.3	7
12/09/14	Preparation of materials re: diligence requests from interested parties	1.8	7
12/10/14	Review of supplemental Ad Hoc Equity Committee filings	0.5	3
12/10/14	Review of DIP reporting package	0.5	2
12/10/14	Call with management and professionals re: general case matters	0.5	1
12/10/14	BOD call	1.0	1
12/10/14	Correspondence with interested parties	1.5	7
12/10/14	Preparation of materials re: diligence requests from interested parties	1.0	7
12/11/14	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
12/11/14	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
12/11/14	Diligence call with interested party	0.5	7
12/11/14	Diligence call with interested party	0.5	7
12/11/14	Diligence call with interested party	1.0	7
12/11/14	Call with management and professionals re: TSA	1.0	7
12/11/14	Preparation of materials re: discussions with DIP agent	1.5	8
12/11/14	Call with DIP agent	0.5	8
12/12/14	Call with management and professionals re: general case matters	0.5	1
12/12/14	Diligence call with interested party	0.5	7
12/12/14	Diligence call with interested party	1.0	7

Exide Technologies
Time Detail
Lazard Frères & Co. LLC
Parry Sorensen - Vice President

Date:	Description of Work:	Hours:	Code
12/12/14	Diligence call with interested party	1.0	7
12/12/14	Diligence call with interested party	1.0	7
12/12/14	Diligence call with interested party	0.5	7
12/12/14	Preparation of materials re: M&A process update	2.8	1
12/13/14	Preparation of materials re: diligence requests from interested parties	2.5	7
12/14/14	Preparation of process materials	3.3	7
12/15/14	Review of management's weekly liquidity report	0.3	2
12/15/14	Preparation of materials re: M&A process update	2.0	1
12/15/14	Call with management and professionals re: general case matters	0.5	1
12/15/14	Diligence call with interested party	1.0	7
12/15/14	Call with UNC and advisors re: M&A process	1.0	1
12/15/14	Call with management and professionals re: process materials	1.0	7
12/15/14	Internal call re: M&A process	0.5	7
12/15/14	Preparation of materials re: diligence requests from interested parties	1.0	7
12/16/14	Internal call re: M&A process	1.0	7
12/16/14	Preparation of materials for UCC update	1.0	1
12/16/14	Call with UCC advisors (standing weekly call re: M&A process)	0.5	1
12/16/14	Diligence call with interested party	1.0	7
12/16/14	Preparation of materials re: M&A process update	1.5	1
12/16/14	Preparation of materials re: diligence requests from interested parties	1.3	7
12/16/14	Correspondence with interested parties	1.0	7
12/17/14	Diligence call with interested party	0.5	7
12/17/14	Diligence call with interested party	1.0	7
12/17/14	Diligence call with interested party	0.5	7
12/17/14	Diligence call with interested party	0.8	7
12/17/14	Call with management and professionals re: management presentations and site visits	1.0	7
12/17/14	Preparation of process materials	2.5	7
12/18/14	Review of DIP reporting package	0.5	2
12/18/14	Call with management and professionals re: interested party due diligence	1.5	7
12/18/14	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
12/18/14	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
12/18/14	Preparation of materials re: M&A process update	2.0	1
12/18/14	Correspondence with interested parties	1.5	7
12/19/14	Call with DIP lenders	0.5	8
12/19/14	Call with UNC advisors re: general case matters	1.0	1
12/19/14	Correspondence with interested parties	1.0	7
12/19/14	Diligence call with interested party	0.5	7
12/19/14	Preparation of process materials	1.0	7
12/19/14	Preparation of materials re: diligence requests from interested parties	0.8	7
12/20/14	Research and financial analysis re: backstop fees	2.3	9
12/20/14	Correspondence with interested parties	0.8	7
12/20/14	Preparation of materials re: diligence requests from interested parties	1.0	7
12/21/14	Correspondence with interested parties	0.8	7
12/21/14	Preparation of materials re: diligence requests from interested parties	1.3	7
12/21/14	Review of process materials	0.8	7
12/22/14	Call with UNC advisors re: general case matters	1.0	1
12/22/14	Diligence call with interested party	1.0	7
12/22/14	Call with management and professionals re: interested party due diligence	0.5	7
12/22/14	Review of liquidity scenario analysis	1.0	2
12/22/14	BOD call	1.0	1
12/22/14	Review of management's weekly liquidity report	0.3	2
12/22/14	Review of draft APA	4.0	7
12/23/14	Call with UCC advisors (standing weekly call re: M&A process)	0.5	1
12/23/14	Correspondence with interested parties	1.0	7
12/23/14	Review of process materials	0.5	7
12/23/14	Preparation of materials re: diligence requests from interested parties	1.0	7
12/24/14	Call with UNC advisors re: general case matters	1.0	1
12/24/14	Correspondence with interested parties	0.5	7
12/24/14	Logistics re: management presentations and site visits	1.3	7
12/26/14	Review of DIP reporting package	0.5	2
12/26/14	Correspondence with interested parties	1.0	7
12/26/14	Logistics re: management presentations and site visits	0.5	7
12/27/14	Logistics re: management presentations and site visits	0.8	7
12/27/14	Review of draft APA	2.0	7
12/27/14	Internal call re: M&A process	1.0	7

Exide Technologies
Time Detail
Lazard Frères & Co. LLC
Parry Sorensen - Vice President

Date:	Description of Work:	Hours:	Code
12/28/14	Correspondence with interested parties	1.0	7
12/29/14	Review of management's weekly liquidity report	0.3	2
12/29/14	Call with UNC advisors re: general case matters	1.0	1
12/29/14	Correspondence with interested parties	0.8	7
12/29/14	Logistics re: management presentations and site visits	1.8	7
12/29/14	Preparation of materials re: diligence requests from interested parties	0.5	7
12/30/14	Correspondence with interested parties	1.0	7
12/30/14	Preparation of materials re: diligence requests from interested parties	0.8	7
12/30/14	Review of process materials	1.0	7
12/31/14	Correspondence with interested parties	2.0	7
December Hours		175.0	

Exide Technologies
Time Detail
Lazard Frères & Co. LLC
Parry Sorensen - Vice President

Date:	Description of Work:	Hours:	Code
01/02/15	Correspondence with interested parties	1.5	7
01/02/15	Logistics re: management presentations and site visits	2.0	7
01/02/15	Review of process materials	1.3	7
01/02/15	Review of DIP reporting package	0.5	2
01/03/15	Call with management and professionals re: APA	0.5	7
01/03/15	Correspondence with interested parties	0.5	7
01/03/15	Logistics re: management presentations and site visits	1.5	7
01/03/15	Call with management and professionals re: backstop	0.5	1
01/03/15	Call with management and professionals re: management presentations and site visits	0.5	7
01/03/15	Financial analysis re: backstop	2.0	5
01/04/15	Correspondence with interested parties	1.0	7
01/04/15	Review of UCC disclosure statement objection	1.0	3
01/04/15	Preparation of materials re: diligence requests from interested parties	2.3	7
01/05/15	Interested party management presentation/site visit	10.0	7
01/06/15	Interested party management presentation/site visit	10.0	7
01/07/15	Logistics re: management presentations and site visits	1.0	7
01/07/15	Call with UNC advisors re: general case matters	0.5	1
01/07/15	Correspondence with interested parties	1.5	7
01/07/15	Review of draft court filings	2.3	3
01/07/15	Financial analysis re: backstop	1.5	5
01/08/15	Interested party management presentation/site visit	10.0	7
01/09/15	Interested party management presentation/site visit	10.0	7
01/10/15	Preparation of DIP lender presentation	7.5	8
01/11/15	Preparation of DIP lender presentation	5.3	8
01/12/15	Call with management and professionals re: DIP financing	0.5	8
01/12/15	DIP lender call	1.0	8
01/12/15	Preparation of materials re: diligence requests from interested parties	1.8	7
01/12/15	Diligence call with interested party	0.5	7
01/12/15	Diligence call with interested party	0.5	7
01/12/15	Diligence call with interested party	0.5	7
01/12/15	Correspondence with interested parties	0.8	7
01/12/15	Call with potential exit lender	0.5	8
01/13/15	Call with management and professionals re: exit financing	1.0	8
01/13/15	Preparation of materials re: diligence requests from interested parties	2.5	7
01/13/15	Correspondence with interested parties	1.0	7
01/13/15	Call with DIP agent re: amendment	0.5	8
01/13/15	Preparation of exit financing process materials	3.5	8
01/14/15	Call with DIP agent re: amendment	0.5	8
01/14/15	Preparation of materials re: diligence requests from interested parties	1.3	7
01/14/15	Correspondence with interested parties	1.5	7
01/14/15	Call with potential exit lender	0.5	8
01/14/15	Diligence call with interested party	0.5	7
01/14/15	Diligence call with interested party	0.5	7
01/14/15	Diligence call with interested party	0.5	7
01/14/15	Diligence call with interested party	1.0	7
01/14/15	Meeting with UNC and UCC advisors	2.0	1
01/14/15	Call with management and professionals re: valuation	0.5	5
01/15/15	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
01/15/15	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
01/15/15	Preparation of exit financing process materials	2.5	8
01/15/15	Call with management and professionals re: general case matters	1.0	1
01/15/15	Correspondence with interested parties	0.8	7
01/15/15	Preparation of materials re: diligence requests from interested parties	1.8	7
01/16/15	Correspondence with interested parties	1.5	7
01/16/15	Preparation of materials re: diligence requests from interested parties	0.8	7
01/16/15	Diligence call with interested party	0.5	7
01/16/15	Diligence call with interested party	1.0	7
01/16/15	Call with management and professionals re: general case matters	1.0	1
01/16/15	Call with collateral audit firm	0.5	8
01/17/15	Correspondence with interested parties	0.8	7
01/17/15	Preparation of materials re: diligence requests from interested parties	1.0	7
01/18/15	Preparation of exit financing process materials	3.0	8
01/19/15	Review of UCC settlement term sheet	1.0	3
01/19/15	Review of management's weekly liquidity report	0.3	2
01/19/15	Call with management and professionals re: general case matters	0.5	1

Exide Technologies
Time Detail
Lazard Frères & Co. LLC
Parry Sorensen - Vice President

Date:	Description of Work:	Hours:	Code
01/19/15	Preparation of exit financing process materials	1.3	8
01/19/15	Correspondence with interested parties	0.5	7
01/19/15	Call with collateral audit firm	0.3	8
01/20/15	Meeting with UNC and UCC advisors	1.5	1
01/20/15	Call with management and professionals re: field exam	0.5	8
01/20/15	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
01/20/15	Correspondence with interested parties	0.8	7
01/20/15	Review of disclosure statement objections	1.3	3
01/20/15	Call with potential exit lender	0.5	8
01/21/15	Diligence call with interested party	0.5	7
01/21/15	Call with advisor to the indenture trustee re: sale process	1.0	1
01/21/15	Call with collateral audit firm	0.5	8
01/21/15	Preparation of materials re: diligence requests from interested parties	1.25	7
01/21/15	Call with management and professionals re: general case matters	0.5	1
01/21/15	Correspondence with potential exit lenders	2.5	8
01/22/15	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
01/22/15	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
01/22/15	Call with potential exit lender	0.5	8
01/22/15	Diligence call with interested party	1.0	7
01/22/15	Call with management and professionals re: interested party APA	1.0	7
01/22/15	Correspondence with potential exit lenders	0.8	8
01/22/15	Preparation of materials re: diligence requests from interested parties	1.3	7
01/22/15	Call with potential exit lender	0.5	8
01/22/15	Call with potential exit lender	0.3	8
01/23/15	Correspondence with potential exit lenders	1.0	8
01/23/15	Call with potential exit lender	0.3	8
01/23/15	Call with potential exit lender	0.3	8
01/23/15	Correspondence with interested parties	1.0	7
01/23/15	Preparation of materials re: diligence requests from interested parties	1.5	7
01/24/15	Preparation of materials re: diligence requests from interested parties	2.0	7
01/24/15	Preparation of exit financing process materials	3.3	8
01/25/15	Preparation of exit financing process materials	2.0	8
01/25/15	Correspondence with potential exit lenders	0.8	8
01/25/15	Preparation of materials re: UCC diligence request	1.3	1
01/26/15	BOD call	1.0	1
01/26/15	Call with DIP lenders	0.5	8
01/26/15	Diligence call with interested party	1.0	7
01/26/15	Correspondence with interested parties	1.0	7
01/26/15	Call with potential exit lender	0.3	8
01/26/15	Call with potential exit lender	0.3	8
01/26/15	Call with potential exit lender	0.3	8
01/26/15	Call with potential exit lender	0.3	8
01/26/15	Review of management's weekly liquidity report	0.3	2
01/26/15	Valuation analysis	2.3	5
01/27/15	Diligence call with interested party	1.0	7
01/27/15	Correspondence with potential exit lenders	1.5	8
01/27/15	Review of UCC settlement term sheet	0.5	3
01/27/15	Correspondence with interested parties	0.8	7
01/27/15	Valuation analysis	2.0	5
01/27/15	Preparation of materials re: diligence requests from interested parties	1.0	7
01/28/15	Call with management and professionals re: valuation analysis	1.0	5
01/28/15	Call with management and professionals re: field exam	0.5	8
01/28/15	Call with management and professionals re: general case matters	0.5	1
01/28/15	Call with management and professionals re: sale process	0.5	7
01/28/15	Preparation of exit financing process materials	2.0	8
01/28/15	Call with potential exit lender	0.5	8
01/28/15	Correspondence with interested parties	1.0	7
01/29/15	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
01/29/15	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
01/29/15	Call with potential exit lender	0.5	8
01/29/15	Call with potential exit lender	0.5	8
01/29/15	Call with potential exit lender	0.3	8
01/29/15	Correspondence with interested parties	0.8	7
January Hours		173.7	

Exide Technologies
Time Detail
Lazard Frères & Co. LLC
Parry Sorensen - Vice President

<u>Date:</u>	<u>Description of Work:</u>	<u>Hours:</u>	<u>Code</u>
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Exide Technologies
Time Detail
Lazard Frères & Co. LLC
Parry Sorensen - Vice President

Date:	Description of Work:	Hours:	Code
02/02/15	Diligence call with potential exit lender	1.0	8
02/02/15	Call with management and professionals re: business plan	1.0	1
02/02/15	Call with UNC advisors re: business plan	1.0	1
02/02/15	Call with UCC advisors re: business plan	1.0	1
02/02/15	Call with DIP agent re: business plan	0.5	8
02/02/15	Call with interested party	1.0	7
02/02/15	Correspondence with potential exit lenders (NDAs, process overview and diligence)	2.5	8
02/02/15	Call with GCG re: distributions	0.8	9
02/02/15	BOD call	1.0	1
02/03/15	Review of amended Plan and DS	1.5	3
02/03/15	Correspondence with interested parties	1.5	7
02/03/15	Call with UNC advisors re: business plan	2.0	1
02/03/15	Correspondence with potential exit lenders (NDAs, process overview and diligence)	1.8	8
02/03/15	Diligence call with interested party	0.8	7
02/03/15	Review and comment to Exhibit B of DS	2.0	3
02/03/15	Review of retail noteholder objection	1.0	3
02/04/15	Review of amended Plan and DS	0.8	3
02/04/15	Call with DIP agent re: business plan	0.5	8
02/04/15	Diligence call with interested party	1.0	7
02/04/15	Correspondence with interested parties	1.3	7
02/04/15	Call with management and professionals re: interest party due diligence	1.0	7
02/04/15	Preparation of exit financing process materials	3.3	8
02/05/15	Meeting with interested party	2.0	7
02/05/15	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
02/05/15	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
02/05/15	BOD call	1.0	1
02/05/15	Call with management and professionals re: interest party due diligence	1.0	7
02/05/15	Call with GCG re: distributions	0.5	9
02/06/15	Call with management and professionals re: exit financing	1.0	8
02/06/15	Correspondence with interested parties	1.5	7
02/06/15	Correspondence with potential exit lenders (NDAs, process overview and diligence)	1.8	8
02/06/15	Diligence call with interested party	0.5	7
02/06/15	Preparation of exit financing process materials	2.8	8
02/06/15	Review and comment re: process letter	1.3	7
02/07/15	Preparation of exit financing process materials	3.0	8
02/08/15	Preparation of exit financing process materials	2.5	8
02/09/15	Review of management's weekly liquidity report	0.3	2
02/09/15	Call with UNC advisors re: M&A process	1.0	1
02/09/15	Correspondence with potential exit lenders (NDAs, process overview and diligence)	2.0	8
02/09/15	Preparation of exit financing process materials	1.0	8
02/09/15	Call with GCG re: distributions	0.8	9
02/09/15	Review of revised indication of interest	0.5	7
02/10/15	Call with UNC advisors re: general case matters	0.5	1
02/10/15	Correspondence with potential exit lenders (NDAs, process overview and diligence)	1.3	8
02/10/15	Call with GCG re: distributions	0.5	9
02/10/15	Diligence call with interested party	1.0	7
02/11/15	Diligence call with interested party	1.0	7
02/11/15	Correspondence with potential exit lenders (process overview and diligence)	2.3	8
02/11/15	Call with GCG re: distributions	0.5	9
02/11/15	Diligence call with interested party	0.5	7
02/12/15	Review of DIP reporting package	0.5	2
02/12/15	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
02/12/15	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
02/12/15	Diligence call with interested party	1.0	7
02/12/15	Call with GCG re: distributions	0.5	9
02/12/15	Diligence call with interested party	0.8	7
02/12/15	Correspondence with potential exit lenders (process overview and diligence)	1.3	8
02/12/15	Call with UNC advisors re: exit financing	0.5	1
02/13/15	Review of borrowing base	0.3	2
02/13/15	Call with UCC advisors re: exit financing	0.5	1
02/13/15	Diligence call with potential exit lender	1.0	8
02/13/15	Correspondence with potential exit lenders (process overview and diligence)	1.8	8
02/13/15	Analysis for GCG re: distributions	1.3	9
02/16/15	Correspondence with potential exit lenders (process overview and diligence)	2.0	8
02/17/15	Review of management's weekly liquidity report	0.3	2

Exide Technologies
Time Detail
Lazard Frères & Co. LLC
Parry Sorensen - Vice President

Date:	Description of Work:	Hours:	Code
02/17/15	Call with GCG re: distributions	0.5	9
02/17/15	Call with management and professionals re: Vernon	1.0	1
02/17/15	Call with UNC advisors re: M&A process	1.5	7
02/17/15	Diligence call with potential exit lender	1.0	8
02/17/15	Diligence call with potential exit lender	1.0	8
02/17/15	Correspondence with potential exit lenders (process overview and diligence)	2.0	8
02/17/15	Diligence call with interested party	0.5	7
02/17/15	Preparation of exit financing process materials	1.0	8
02/18/15	Review of DIP reporting package	0.5	2
02/18/15	Call with KPMG re: valuation and fresh start accounting	1.0	5
02/18/15	Call with management and professionals re: exit financing	1.0	8
02/18/15	Correspondence with potential exit lenders (process overview and diligence)	1.8	8
02/18/15	Diligence call with potential exit lender	1	8
02/18/15	Call with management and professionals re: Vernon	1.0	1
02/18/15	Call with GCG re: distributions	0.5	9
02/18/15	Preparation of exit financing process materials	0.5	8
02/19/15	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
02/19/15	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
02/19/15	Correspondence with potential exit lenders (process overview and diligence)	2.3	8
02/19/15	Analysis for GCG re: distributions	0.8	9
02/19/15	Diligence call with interested party	0.8	7
02/20/15	Review of borrowing base	0.3	2
02/20/15	Preparation of exit financing process materials	1.5	8
02/20/15	Diligence call with potential exit lender	1.0	8
02/20/15	Correspondence with potential exit lenders (process overview and diligence)	1.3	8
02/22/15	Correspondence with potential exit lenders (process overview and diligence)	2.3	8
02/22/15	Review and comment re: process letter	1.0	7
02/23/15	Review of management's weekly liquidity report	0.3	2
02/23/15	Correspondence with potential exit lenders (process overview and diligence)	1.0	8
02/23/15	DIP Lender Call	0.5	8
02/23/15	Diligence call with potential exit lender	0.5	8
02/24/15	Diligence call with interested party	1.0	7
02/24/15	Diligence call with potential exit lender	1.0	8
02/24/15	Preparation of exit financing process materials	1.3	8
02/24/15	Diligence call with interested party	0.5	7
02/24/15	Correspondence with potential exit lenders (process overview and diligence)	2.3	8
02/25/15	Diligence call with interested party	0.5	7
02/25/15	Correspondence with potential exit lenders (process overview and diligence)	2.8	8
02/26/15	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
02/26/15	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
02/26/15	Diligence call with potential exit lender	1.0	8
02/26/15	Diligence call with potential exit lender	1.0	8
02/26/15	Correspondence with potential exit lenders (process overview and diligence)	2.0	8
02/26/15	Call with interested party	0.8	7
02/27/15	Diligence call with potential exit lender	1.0	8
02/27/15	Diligence call with potential exit lender	1.0	8
02/27/15	Review of initial indications	2.0	7
February Hours		124.5	

Exide Technologies
Time Detail
Lazard Frères & Co. LLC
Parry Sorensen - Vice President

Date:	Description of Work:	Hours:	Code
03/01/15	Call with management and professionals re: general case matters	1.5	1
03/01/15	BOD call	1.0	1
03/01/15	Correspondence with potential exit lenders (process overview and diligence)	1.0	8
03/02/15	Diligence call with potential exit lender	1.0	8
03/02/15	Call with interested party	1.0	7
03/02/15	Diligence call with potential exit lender	1.0	8
03/02/15	Call with Durkin Group re: field exam	0.5	8
03/02/15	Review of management's weekly liquidity report	0.3	2
03/02/15	Review of field exam report	2.0	8
03/02/15	Correspondence with potential exit lenders (process overview and diligence)	0.8	8
03/03/15	Review of cash flow forecast	0.8	2
03/03/15	Review of DIP reporting package	0.5	2
03/03/15	Review of inventory appraisal	1.5	8
03/03/15	Vernon presentation review and comment	1.8	9
03/03/15	Correspondence with potential exit lenders (process overview and diligence)	1.8	8
03/04/15	Call with management and professionals re: Vernon	1.0	1
03/04/15	Call with management and professionals re: interest party	1.0	7
03/04/15	Vernon presentation review and comment	1.0	9
03/04/15	Correspondence with potential exit lenders (process overview and diligence)	0.8	8
03/04/15	Call with UNC advisors re: exit financing indications	0.5	8
03/04/15	Review of Plan Supplement	1.5	3
03/05/15	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
03/05/15	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
03/05/15	Correspondence with potential exit lenders (process overview and diligence)	2.3	8
03/05/15	Call with GCG re: distributions	0.5	9
03/05/15	Call with management and professionals re: exit financing	1.3	8
03/06/15	Internal call re: valuation	1.0	5
03/06/15	Call with management and professionals re: exit financing	0.5	8
03/06/15	Diligence call with potential exit lender	0.5	8
03/06/15	Call with UNC advisors re: exit financing	0.5	1
03/06/15	Review of borrowing base	0.3	2
03/06/15	Call with interested party	1.0	7
03/06/15	Valuation analysis	4.0	5
03/06/15	Correspondence with potential exit lenders (process overview and diligence)	1.8	8
03/07/15	Correspondence with potential exit lenders (process overview and diligence)	1.2	8
03/07/15	Valuation analysis	2.0	5
03/08/15	Review of cash forecast	1.0	2
03/08/15	Correspondence with potential exit lenders (process overview and diligence)	1.0	8
03/08/15	Valuation analysis	4.0	5
03/09/15	Diligence call with potential exit lender	0.5	8
03/09/15	BOD call	1.0	1
03/09/15	Diligence call with potential exit lender	0.5	8
03/09/15	Correspondence with potential exit lenders (process overview and diligence)	3.0	8
03/09/15	Valuation analysis	2.8	5
03/10/15	Call with interested party	1.0	7
03/10/15	Diligence call with potential exit lender	1.0	8
03/10/15	Call with management and professionals re: general case matters	0.5	1
03/10/15	Call with UCC advisors re: general case matters	0.5	1
03/10/15	BOD call	1.0	1
03/10/15	Valuation analysis	1.5	5
03/10/15	Correspondence with potential exit lenders (process overview and diligence)	1.3	8
03/11/15	Call with management and professionals re: exit financing	1.0	8
03/11/15	Correspondence with potential exit lenders (process overview and diligence)	2.3	8
03/11/15	Review of retail noteholder objection	1.0	3
03/11/15	Valuation analysis	1.8	5
03/12/15	Correspondence with potential exit lenders (process overview and diligence)	1.3	8
03/12/15	Meeting with UNC re: general case matters	5.0	1
03/12/15	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
03/12/15	Preparation of exit financing management presentation	8.0	8
03/13/15	Diligence meeting with potential exit lender	6.0	8
03/15/15	Diligence call with potential exit lender	1.0	8
03/15/15	Call with management and professionals re: exit financing	1.0	8
03/16/15	Call with management and professionals re: distributions	1.0	9
03/16/15	Call with UNC re: exit financing	1.0	8
03/16/15	Diligence call with potential exit lender	1.0	8

Exide Technologies
Time Detail
Lazard Frères & Co. LLC
Parry Sorensen - Vice President

Date:	Description of Work:	Hours:	Code
03/16/15	Diligence call with potential exit lender	1.0	8
03/16/15	Diligence call with potential exit lender	1.0	8
03/16/15	Call with GCG re: distributions	0.5	9
03/16/15	Preparation of exit financing process materials	2.0	8
03/16/15	Valuation analysis	1.5	5
03/17/15	Call with management and professionals re: exit financing	1.5	8
03/17/15	Call with UCC advisors re: general case matters	0.5	1
03/17/15	Diligence call with potential exit lender	1.0	8
03/17/15	Call with DIP agent	1.0	8
03/17/15	Valuation analysis	2.3	5
03/17/15	Review of exit financing term sheet	2.8	8
03/18/15	Call with potential exit lender	1.0	8
03/18/15	Call with management and professionals re: exit financing term sheet	1.0	8
03/18/15	Diligence call with potential exit lender	1.0	8
03/18/15	Diligence call with potential exit lenders	2.0	8
03/18/15	Call with potential exit lender	0.5	8
03/18/15	Valuation analysis	4.5	5
03/19/15	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
03/19/15	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
03/19/15	Internal call re: valuation	0.5	5
03/19/15	Diligence call with potential exit lender	1.0	8
03/19/15	Diligence call with potential exit lender	1.0	8
03/19/15	Preparation of DIP amendment presentation	3.0	8
03/19/15	Valuation analysis	1.8	5
03/19/15	Review of exit financing term sheet	1.3	8
03/20/15	Call with management and professionals re: exit financing term sheet	1.0	8
03/20/15	DIP lender call	1.0	8
03/20/15	Call with potential exit lender re: term sheet	1.0	8
03/20/15	Diligence call with potential exit lender	0.8	8
03/20/15	Call UNC advisors re: general case matters	1.0	1
03/20/15	Valuation analysis	1.3	5
03/21/15	Valuation analysis	4.5	5
03/21/15	Call with potential exit lender re: term sheet	0.8	8
03/22/15	Diligence call with potential exit lender	1.0	8
03/22/15	Call with management and professionals re: exit financing term sheet	1.0	8
03/22/15	Valuation analysis	2.5	5
03/23/15	Call with management and professionals re: exit financing term sheet	1.0	8
03/23/15	Diligence call with potential exit lender	0.5	8
03/23/15	Call with potential exit lender re: term sheet	0.8	8
03/23/15	Call with management, professionals and exit lender re: exit financing term sheet	1.0	8
03/23/15	Call with management and professionals re: valuation	1.0	8
03/23/15	Call with UNC re: exit financing	0.8	1
03/23/15	Review of confirmation brief	2.0	3
03/24/15	BOD call	1.0	1
03/24/15	Call with management and professionals re: valuation	1.0	5
03/24/15	Diligence call with potential exit lender	0.5	8
03/25/15	Review of exit financing commitment letter and fee letter	0.5	8
03/25/15	Review of exit financing term sheet	1.0	8
03/25/15	Review of DIP reporting package	0.5	2
03/25/15	Call with management and professionals re: DIP amendment	0.5	8
03/25/15	Review of DIP amendment	0.8	8
03/25/15	Preparation of DIP amendment presentation	2.3	8
03/26/15	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
03/26/15	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
03/26/15	Call with management and professionals re: taxes	0.5	2
03/26/15	Call UNC advisors re: general case matters	0.5	1
03/26/15	Meeting with management and professionals re: confirmation hearing preparation	4.0	1
03/27/15	Confirmation hearing	6.0	1
03/28/15	Call with potential exit lender re: recap of confirmation hearing	0.5	8
03/28/15	Call with potential exit lender re: recap of confirmation hearing	0.5	8
03/28/15	Call with potential exit lender re: recap of confirmation hearing	0.5	8
03/29/15	Diligence call with potential exit lender	1.5	8
03/29/15	Call with management and professionals re: re: exit financing term sheet	1.0	8
03/30/15	Call with management and professionals re: re: exit financing term sheet	1.0	8
03/30/15	Call with interested party	0.5	7

Exide Technologies
Time Detail
Lazard Frères & Co. LLC
Parry Sorensen - Vice President

<u>Date:</u>	<u>Description of Work:</u>	<u>Hours:</u>	<u>Code</u>
03/30/15	Call with interested party	0.5	7
03/30/15	Diligence call with potential exit lender	0.5	8
03/30/15	Diligence call with potential exit lender	0.5	8
03/30/15	Call with potential exit lender re: recap of confirmation hearing	0.5	8
03/30/15	Call with UNC advisors re: exit financing	1.0	1
03/31/15	Call with management and professionals re: re: exit financing term sheet	0.5	8
03/31/15	Call with interested party	0.5	7
03/31/15	Call with potential exit lender re: credit approval process	0.5	8
03/31/15	Call with management and professionals re: re: exit financing process update	1.0	8
03/31/15	Diligence call with potential exit lender	1.3	8
03/31/15	Review of exit financing commitment letter and fee letter	0.3	8
03/31/15	Review of DIP reporting package	0.5	2
March Hours		183.9	

Exide Technologies
Time Detail
Lazard Frères & Co. LLC
John McGinley - Analyst

<u>Date:</u>	<u>Description of Work:</u>	<u>Hours:</u>	<u>Code</u>
12/01/14	M&A Process (Buyer outreach/admin)	0.8	7
12/02/14	M&A Process (Buyer outreach/admin)	1.5	7
12/09/14	M&A Process (Buyer outreach/admin)	1.0	7
12/11/14	M&A Process (Buyer outreach/admin)	1.0	7
12/16/14	Internal call re: M&A process	1.0	7
12/17/14	Review of process materials	1.0	7
12/19/14	M&A Process (Buyer outreach/admin)	1.0	7
12/21/14	Preparation of valuation materials	3.0	5
12/22/14	Preparation of valuation materials	3.0	5
December Hours		<u>13.3</u>	

Exide Technologies
Time Detail
Lazard Frères & Co. LLC
John McGinley - Analyst

<u>Date:</u>	<u>Description of Work:</u>	<u>Hours:</u>	<u>Code</u>
01/09/15	M&A Process (Buyer outreach/admin)	0.8	7
01/13/15	M&A Process (Buyer outreach/admin)	1.5	7
01/15/15	Preparation of valuation materials	3.0	5
01/16/15	Preparation of valuation materials	1.0	5
01/19/15	Preparation of valuation materials	2.0	5
01/20/15	Preparation of valuation materials	1.0	5
01/20/15	M&A Process (Buyer outreach/admin)	1.0	7
01/23/15	Preparation of valuation materials	3.0	5
01/28/15	Preparation of valuation materials	3.0	5
January Hours		<u>16.3</u>	

Exide Technologies
Time Detail
Lazard Frères & Co. LLC
John McGinley - Analyst

<u>Date:</u>	<u>Description of Work:</u>	<u>Hours:</u>	<u>Code</u>
02/02/15	Preparation of valuation materials	1.0	5
02/03/15	Preparation of valuation materials	2.5	5
02/05/15	Preparation of valuation materials	2.0	5
02/12/15	Preparation of valuation materials	1.0	5
02/13/15	Preparation of valuation materials	0.5	5
02/18/15	Preparation of valuation materials	2.0	5
02/19/15	Preparation of valuation materials	1.0	5
02/23/15	Preparation of valuation materials	0.5	5
02/25/15	Preparation of valuation materials	2.0	5
02/26/15	Preparation of valuation materials	1.0	5
	February Hours	<u>13.5</u>	

Exide Technologies

Time Detail

Lazard Frères & Co. I.I.C

John McGinley - Analyst

Date:	Description of Work:	Hours:	Code
03/05/15	Preparation of valuation materials	1.5	5
03/08/15	Preparation of valuation materials	1.0	5
03/12/15	Preparation of valuation materials	2.0	5
03/13/15	Preparation of valuation materials	3.5	5
03/14/15	Preparation of valuation materials	2.5	5
03/17/15	Preparation of valuation materials	1.0	5
03/23/15	Preparation of valuation materials	2.0	5
03/27/15	Preparation of valuation materials	1.5	5
03/28/15	Preparation of valuation materials	0.2	5
March Hours		15.2	

Exide Technologies

Time Detail

Lazard Frères & Co. LLC

Souf Azargui - Analyst

Date:	Description of Work:	Hours:	Code
12/03/14	M&A Process (Buyer outreach/admin)	1.5	7
12/04/14	M&A Process (Buyer outreach/admin)	1.0	7
12/05/14	M&A Process (Buyer outreach/admin)	2.0	7
12/10/14	M&A Process (Buyer outreach/admin)	2.0	7
12/16/14	M&A Process (Buyer outreach/admin)	2.0	7
12/19/14	M&A Process (Buyer outreach/admin)	2.0	7
December Hours		10.5	

Exide Technologies

Time Detail

Lazard Frères & Co. LLC

Souf Azargui - Analyst

<u>Date:</u>	<u>Description of Work:</u>	<u>Hours:</u>	<u>Code</u>
01/09/15	M&A Process (Buyer outreach/admin)	0.5	7
01/13/15	M&A Process (Buyer outreach/admin)	1.0	7
01/15/15	M&A Process (Buyer outreach/admin)	1.0	7
01/20/15	M&A Process (Buyer outreach/admin)	1.0	7
01/21/15	M&A Process (Buyer outreach/admin)	0.5	7
01/22/15	M&A Process (Buyer outreach/admin)	2.0	7
January Hours		6.0	

Exide Technologies
Time Detail
Lazard Frères & Co. LLC
Souf Azargui - Analyst

<u>Date:</u>	<u>Description of Work:</u>	<u>Hours:</u>	<u>Code</u>
02/02/15	Preparation of valuation materials	1.0	5
02/03/15	Preparation of valuation materials	1.0	5
02/12/15	Preparation of valuation materials	0.8	5
02/13/15	Preparation of valuation materials	0.5	5
02/18/15	Preparation of valuation materials	1.0	5
02/19/15	Preparation of valuation materials	0.5	5
02/23/15	Preparation of valuation materials	0.3	5
02/25/15	Preparation of valuation materials	0.5	5
February Hours		5.5	

Exide Technologies
Time Detail
Lazard Frères & Co. LLC
Souf Azargui - Analyst

<u>Date:</u>	<u>Description of Work:</u>	<u>Hours:</u>	<u>Code</u>
03/05/15	Preparation of valuation materials	1.8	5
03/08/15	Preparation of valuation materials	0.8	5
03/12/15	Preparation of valuation materials	2.5	5
03/14/15	Preparation of valuation materials	1.5	5
03/17/15	Preparation of valuation materials	1.0	5
03/23/15	Preparation of valuation materials	0.8	5
03/27/15	Preparation of valuation materials	1.3	5
March Hours		<u>9.5</u>	

Exide Technologies
Time Detail
Lazard Frères & Co. LLC
Michael Archer - Analyst

Date:	Description of Work:	Hours:	Code
12/01/14	Call with management and professionals re: process materials	1.0	7
12/01/14	Preparation of materials re: diligence requests from interested parties	7.0	7
12/01/14	Diligence call with interested party	0.5	7
12/01/14	Diligence call with interested party	1.0	7
12/01/14	Call with UNC advisors re: general case matters	0.5	1
12/01/14	Analysis related to response to Ad Hoc Equity Committee filings	1.0	9
12/02/14	Preparation of materials for UCC update	4.0	1
12/02/14	Call with UCC advisors (standing weekly call re: M&A process)	0.5	1
12/02/14	Diligence call with interested party	1.0	7
12/02/14	Analysis related to response to Ad Hoc Equity Committee filings	2.0	9
12/02/14	Preparation of materials re: diligence requests from interested parties	5.0	7
12/02/14	Preparation of materials re: backstop negotiations	3.0	8
12/03/14	Diligence call with interested party	1.0	7
12/03/14	Diligence call with interested party	1.0	7
12/03/14	Diligence call with interested party	1.0	7
12/03/14	Correspondence with interested parties	1.0	7
12/03/14	Preparation of materials re: diligence requests from interested parties	4.0	7
12/03/14	Analysis related to response to Ad Hoc Equity Committee filings	2.0	9
12/04/14	Call with UNC advisor re: backstop negotiations	1.0	8
12/04/14	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
12/04/14	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
12/04/14	Diligence call with interested party	1.0	7
12/04/14	Preparation of materials re: diligence requests from interested parties	6.0	7
12/05/14	Review of initial indications	2.8	7
12/05/14	Internal call re: initial indications	1.5	7
12/06/14	Call with management and professionals re: initial indications	0.5	7
12/06/14	Preparation of BOD materials	7.0	2
12/07/14	Call with management and professionals re: general case matters	1.0	1
12/07/14	Preparation of BOD materials	4.5	2
12/07/14	Review of initial indication	0.5	7
12/08/14	Call with UCC advisors (standing weekly call re: M&A process)	0.5	1
12/08/14	Call with management and professionals re: Ad Hoc Equity Committee filings	0.5	3
12/08/14	Review of initial indication	0.5	7
12/08/14	Analysis related to response to Ad Hoc Equity Committee filings	2.5	9
12/08/14	Preparation of materials re: diligence requests from interested parties	1.5	7
12/09/14	Call with management and professionals re: TSA	1.0	7
12/09/14	Analysis related to response to Ad Hoc Equity Committee filings	0.8	9
12/09/14	Review of initial indication	0.5	7
12/09/14	Preparation of materials re: diligence requests from interested parties	1.8	7
12/09/14	Data room management	1.0	2
12/10/14	Review of supplemental Ad Hoc Equity Committee filings	0.5	3
12/10/14	Review of DIP reporting package	0.5	2
12/10/14	Call with management and professionals re: general case matters	0.5	1
12/10/14	Preparation of materials re: diligence requests from interested parties	4.0	7
12/11/14	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
12/11/14	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
12/11/14	Diligence call with interested party	0.5	7
12/11/14	Diligence call with interested party	0.5	7
12/11/14	Diligence call with interested party	1.0	7
12/11/14	Call with management and professionals re: TSA	1.0	7
12/11/14	Preparation of materials re: discussions with DIP agent	3.5	8
12/11/14	Call with DIP agent	0.5	8
12/12/14	Call with management and professionals re: general case matters	0.5	1
12/12/14	Diligence call with interested party	0.5	7
12/12/14	Diligence call with interested party	1.0	7
12/12/14	Diligence call with interested party	1.0	7
12/12/14	Diligence call with interested party	1.0	7
12/12/14	Diligence call with interested party	0.5	7
12/12/14	Preparation of materials re: M&A process update	4.5	1
12/13/14	Preparation of materials re: diligence requests from interested parties	4.0	7
12/14/14	Preparation of process materials	5.0	7
12/15/14	Preparation of materials re: M&A process update	2.0	1
12/15/14	Call with management and professionals re: general case matters	0.5	1
12/15/14	Diligence call with interested party	1.0	7
12/15/14	Call with UNC and advisors re: M&A process	1.0	1

Exide Technologies
Time Detail
Lazard Frères & Co. LLC
Michael Archer - Analyst

Date:	Description of Work:	Hours:	Code
12/15/14	Call with management and professionals re: process materials	1.0	7
12/15/14	Internal call re: M&A process	0.5	7
12/15/14	Preparation of materials re: diligence requests from interested parties	2.0	7
12/16/14	Preparation of materials for UCC update	2.5	1
12/16/14	Call with UCC advisors (standing weekly call re: M&A process)	0.5	1
12/16/14	Diligence call with interested party	1.0	7
12/16/14	Preparation of materials re: M&A process update	2.0	1
12/16/14	Preparation of materials re: diligence requests from interested parties	1.5	7
12/16/14	Internal call re: M&A process	1.0	7
12/17/14	Diligence call with interested party	0.5	7
12/17/14	Diligence call with interested party	1.0	7
12/17/14	Diligence call with interested party	0.5	7
12/17/14	Diligence call with interested party	0.8	7
12/17/14	Call with management and professionals re: management presentations and site visits	1.0	7
12/17/14	Preparation of process materials	4.0	7
12/18/14	Review of DIP reporting package	0.5	2
12/18/14	Call with management and professionals re: interested party due diligence	1.5	7
12/18/14	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
12/18/14	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
12/18/14	Preparation of materials re: M&A process update	3.0	1
12/18/14	Correspondence with interested parties	1.5	7
12/18/14	Data room management	1.0	2
12/19/14	Call with DIP lenders	0.5	8
12/19/14	Call with UNC advisors re: general case matters	1.0	1
12/19/14	Diligence call with interested party	0.5	7
12/19/14	Preparation of process materials	4.0	7
12/19/14	Preparation of materials re: diligence requests from interested parties	4.0	7
12/19/14	Data room management	1.0	2
12/20/14	Preparation of materials re: diligence requests from interested parties	5.0	7
12/21/14	Preparation of materials re: diligence requests from interested parties	5.0	7
12/21/14	Review of process materials	0.8	7
12/22/14	Call with UNC advisors re: general case matters	1.0	1
12/22/14	Diligence call with interested party	1.0	7
12/22/14	Call with management and professionals re: interested party due diligence	0.5	7
12/22/14	Review of liquidity scenario analysis	1.0	2
12/22/14	BOD call	1.0	1
12/22/14	Review of management's weekly liquidity report	0.3	2
12/22/14	Review of draft APA	4.0	7
12/22/14	Data room management	1.0	2
12/23/14	Call with UCC advisors (standing weekly call re: M&A process)	0.5	1
12/23/14	Preparation of materials re: diligence requests from interested parties	2.0	7
12/23/14	Data room management	1.0	2
12/24/14	Call with UNC advisors re: general case matters	1.0	1
12/26/14	Review of DIP reporting package	0.5	2
12/26/14	Logistics re: management presentations and site visits	1.0	7
12/27/14	Logistics re: management presentations and site visits	1.0	7
12/27/14	Review of draft APA	2.0	7
12/27/14	Internal call re: M&A process	1.0	7
12/28/14	Correspondence with interested parties	1.0	7
12/29/14	Review of management's weekly liquidity report	0.3	2
12/29/14	Call with UNC advisors re: general case matters	1.0	1
12/29/14	Logistics re: management presentations and site visits	1.8	7
12/29/14	Preparation of materials re: diligence requests from interested parties	2.0	7
12/30/14	Preparation of materials re: diligence requests from interested parties	2.0	7
December Hours		189.1	

Exide Technologies

Time Detail

Lazard Frères & Co. LLC

Michael Archer - Analyst

Date:	Description of Work:	Hours:	Code
01/02/15	Correspondence with interested parties	1.5	7
01/02/15	Logistics re: management presentations and site visits	1.0	7
01/02/15	Preparation of process materials	1.0	7
01/02/15	Review of DIP reporting package	0.5	2
01/03/15	Call with management and professionals re: APA	0.5	7
01/03/15	Correspondence with interested parties	0.5	7
01/03/15	Logistics re: management presentations and site visits	0.5	7
01/03/15	Call with management and professionals re: backstop	0.5	1
01/03/15	Call with management and professionals re: management presentations and site visits	0.5	7
01/03/15	Financial analysis re: backstop	1.0	5
01/04/15	Correspondence with interested parties	1.0	7
01/04/15	Review of UCC disclosure statement objection	1.0	3
01/04/15	Preparation of materials re: diligence requests from interested parties	4.0	7
01/06/15	Interested party management presentation/site visit	10.0	7
01/07/15	Call with UNC advisors re: general case matters	0.5	1
01/07/15	Interested party management presentation/site visit	10.0	7
01/08/15	Interested party management presentation/site visit	10.0	7
01/09/15	Interested party management presentation/site visit	10.0	7
01/10/15	Preparation of DIP lender presentation	9.0	8
01/11/15	Preparation of DIP lender presentation	6.0	8
01/12/15	Call with management and professionals re: DIP financing	0.5	8
01/12/15	DIP lender call	1.0	8
01/12/15	Preparation of materials re: diligence requests from interested parties	2.5	7
01/12/15	Diligence call with interested party	0.5	7
01/12/15	Diligence call with interested party	0.5	7
01/12/15	Diligence call with interested party	0.5	7
01/12/15	Correspondence with interested parties	0.8	7
01/12/15	Call with potential exit lender	0.5	8
01/13/15	Call with management and professionals re: exit financing	1.0	8
01/13/15	Preparation of materials re: diligence requests from interested parties	2.5	7
01/13/15	Correspondence with interested parties	1.0	7
01/13/15	Call with DIP agent re: amendment	0.5	8
01/13/15	Preparation of exit financing process materials	3.5	8
01/14/15	Call with DIP agent re: amendment	0.5	8
01/14/15	Preparation of materials re: diligence requests from interested parties	1.3	7
01/14/15	Correspondence with interested parties	1.5	7
01/14/15	Call with potential exit lender	0.5	8
01/14/15	Diligence call with interested party	0.5	7
01/14/15	Diligence call with interested party	0.5	7
01/14/15	Diligence call with interested party	0.5	7
01/14/15	Diligence call with interested party	1.0	7
01/14/15	Meeting with UNC and UCC advisors	2.0	1
01/14/15	Call with management and professionals re: valuation	0.5	5
01/15/15	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
01/15/15	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
01/15/15	Preparation of exit financing process materials	4.0	8
01/15/15	Call with management and professionals re: general case matters	1.0	1
01/15/15	Correspondence with interested parties	0.8	7
01/15/15	Preparation of materials re: diligence requests from interested parties	4.0	7
01/16/15	Correspondence with interested parties	1.5	7
01/16/15	Preparation of materials re: diligence requests from interested parties	1.5	7
01/16/15	Diligence call with interested party	0.5	7
01/16/15	Diligence call with interested party	1.0	7
01/16/15	Call with management and professionals re: general case matters	1.0	1
01/16/15	Call with collateral audit firm	0.5	8
01/17/15	Correspondence with interested parties	0.8	7
01/17/15	Preparation of materials re: diligence requests from interested parties	1.5	7
01/18/15	Preparation of exit financing process materials	5.0	8
01/19/15	Review of UCC settlement term sheet	1.0	3
01/19/15	Review of management's weekly liquidity report	0.3	2
01/19/15	Call with management and professionals re: general case matters	0.5	1
01/19/15	Preparation of exit financing process materials	2.0	8
01/19/15	Correspondence with interested parties	0.5	7
01/19/15	Call with collateral audit firm	0.3	8
01/20/15	Meeting with UNC and UCC advisors	1.5	1

Exide Technologies
Time Detail
Lazard Frères & Co. LLC
Michael Archer - Analyst

Date:	Description of Work:	Hours:	Code
01/20/15	Call with management and professionals re: field exam	0.5	8
01/20/15	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
01/20/15	Correspondence with interested parties	0.8	7
01/20/15	Review of disclosure statement objections	1.3	3
01/20/15	Call with potential exit lender	0.5	8
01/21/15	Diligence call with interested party	0.5	7
01/21/15	Call with advisor to the indenture trustee re: sale process	1.0	1
01/21/15	Call with collateral audit firm	0.5	8
01/21/15	Preparation of materials re: diligence requests from interested parties	1.5	7
01/21/15	Call with management and professionals re: general case matters	0.5	1
01/21/15	Correspondence with potential exit lenders	2.5	8
01/22/15	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
01/22/15	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
01/22/15	Call with potential exit lender	0.5	8
01/22/15	Diligence call with interested party	1.0	7
01/22/15	Call with management and professionals re: interested party APA	1.0	7
01/22/15	Correspondence with potential exit lenders	0.8	8
01/22/15	Preparation of materials re: diligence requests from interested parties	2.0	7
01/22/15	Call with potential exit lender	0.5	8
01/22/15	Call with potential exit lender	0.3	8
01/23/15	Correspondence with potential exit lenders	1.0	8
01/23/15	Call with potential exit lender	0.3	8
01/23/15	Call with potential exit lender	0.3	8
01/23/15	Correspondence with interested parties	1.0	7
01/23/15	Preparation of materials re: diligence requests from interested parties	3.0	7
01/24/15	Preparation of materials re: diligence requests from interested parties	2.5	7
01/24/15	Preparation of exit financing process materials	4.0	8
01/25/15	Preparation of exit financing process materials	2.5	8
01/25/15	Correspondence with potential exit lenders	0.8	8
01/25/15	Preparation of materials re: UCC diligence request	1.5	1
01/26/15	BOD call	1.0	1
01/26/15	Call with DIP lenders	0.5	8
01/26/15	Diligence call with interested party	1.0	7
01/26/15	Correspondence with interested parties	1.0	7
01/26/15	Call with potential exit lender	0.3	8
01/26/15	Call with potential exit lender	0.3	8
01/26/15	Call with potential exit lender	0.3	8
01/26/15	Call with potential exit lender	0.3	8
01/26/15	Review of management's weekly liquidity report	0.3	2
01/26/15	Valuation analysis	2.5	5
01/27/15	Diligence call with interested party	1.0	7
01/27/15	Correspondence with potential exit lenders	1.5	8
01/27/15	Review of UCC settlement term sheet	0.5	3
01/27/15	Correspondence with interested parties	0.8	7
01/27/15	Valuation analysis	2.0	5
01/27/15	Preparation of materials re: diligence requests from interested parties	1.5	7
01/28/15	Call with management and professionals re: valuation analysis	1.0	5
01/28/15	Call with management and professionals re: field exam	0.5	8
01/28/15	Call with management and professionals re: general case matters	0.5	1
01/28/15	Call with management and professionals re: sale process	0.5	7
01/28/15	Preparation of exit financing process materials	2.5	8
01/28/15	Call with potential exit lender	0.5	8
01/28/15	Correspondence with interested parties	1.0	7
01/29/15	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
01/29/15	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
01/29/15	Call with potential exit lender	0.5	8
01/29/15	Call with potential exit lender	0.5	8
01/29/15	Call with potential exit lender	0.3	8
01/29/15	Correspondence with interested parties	0.8	7
January Hours		182.5	

Exide Technologies
Time Detail
Lazard Frères & Co. LLC
Michael Archer - Analyst

<u>Date:</u>	<u>Description of Work:</u>	<u>Hours:</u>	<u>Code</u>
02/02/15	Diligence call with potential exit lender	1.0	8
02/02/15	Call with management and professionals re: business plan	1.0	1
02/02/15	Data room management	1.0	2
02/02/15	Call with UNC advisors re: business plan	1.0	1
02/02/15	Call with UCC advisors re: business plan	1.0	1
02/02/15	Call with DIP agent re: business plan	0.5	8
02/02/15	Call with interested party	1.0	7
02/02/15	Correspondence with potential exit lenders (NDAs, process overview and diligence)	2.5	8
02/02/15	BOD call	1.0	1
02/03/15	Review of amended Plan and DS	1.5	3
02/03/15	Correspondence with interested parties	1.5	7
02/03/15	Call with UNC advisors re: business plan	2.0	1
02/03/15	Correspondence with potential exit lenders (NDAs, process overview and diligence)	1.8	8
02/03/15	Diligence call with interested party	0.8	7
02/03/15	Review of retail noteholder objection	1.0	3
02/04/15	Data room management	1.0	2
02/04/15	Review of amended Plan and DS	0.8	3
02/04/15	Call with DIP agent re: business plan	0.5	8
02/04/15	Diligence call with interested party	1.0	7
02/04/15	Correspondence with interested parties	1.3	7
02/04/15	Call with management and professionals re: interest party due diligence	1.0	7
02/04/15	Preparation of exit financing process materials	6.0	8
02/05/15	Meeting with interested party	2.0	7
02/05/15	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
02/05/15	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
02/05/15	BOD call	1.0	1
02/05/15	Call with management and professionals re: interest party due diligence	1.0	7
02/06/15	Call with management and professionals re: exit financing	1.0	8
02/06/15	Correspondence with interested parties	1.5	7
02/06/15	Data room management	1.0	2
02/06/15	Correspondence with potential exit lenders (NDAs, process overview and diligence)	1.8	8
02/06/15	Diligence call with interested party	0.5	7
02/06/15	Preparation of exit financing process materials	4.5	8
02/06/15	Review and comment re: process letter	1.3	7
02/07/15	Preparation of exit financing process materials	4.0	8
02/08/15	Preparation of exit financing process materials	3.0	8
02/09/15	Review of management's weekly liquidity report	0.3	2
02/09/15	Call with UNC advisors re: M&A process	1.0	1
02/09/15	Correspondence with potential exit lenders (NDAs, process overview and diligence)	2.0	8
02/09/15	Preparation of exit financing process materials	4.0	8
02/09/15	Data room management	1.0	2
02/09/15	Review of revised indication of interest	0.5	7
02/10/15	Call with UNC advisors re: general case matters	0.5	1
02/10/15	Correspondence with potential exit lenders (NDAs, process overview and diligence)	1.3	8
02/10/15	Data room management	0.5	2
02/10/15	Diligence call with interested party	1.0	7
02/11/15	Diligence call with interested party	1.0	7
02/11/15	Correspondence with potential exit lenders (process overview and diligence)	2.3	8
02/11/15	Diligence call with interested party	0.5	7
02/12/15	Review of DIP reporting package	0.5	2
02/12/15	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
02/12/15	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
02/12/15	Diligence call with interested party	1.0	7
02/12/15	Call with GCG re: distributions	0.5	9
02/12/15	Diligence call with interested party	0.8	7
02/12/15	Correspondence with potential exit lenders (process overview and diligence)	1.3	8
02/12/15	Call with UNC advisors re: exit financing	0.5	1
02/13/15	Data room management	0.5	2
02/13/15	Review of borrowing base	0.3	2
02/13/15	Call with UCC advisors re: exit financing	0.5	1
02/13/15	Diligence call with potential exit lender	1.0	8
02/13/15	Correspondence with potential exit lenders (process overview and diligence)	1.8	8
02/16/15	Correspondence with potential exit lenders (process overview and diligence)	2.0	8
02/17/15	Review of management's weekly liquidity report	0.3	2
02/17/15	Call with management and professionals re: Vernon	1.0	1

Exide Technologies
Time Detail
Lazard Frères & Co. LLC
Michael Archer - Analyst

Date:	Description of Work:	Hours:	Code
02/17/15	Call with UNC advisors re: M&A process	1.5	7
02/17/15	Diligence call with potential exit lender	1.0	8
02/17/15	Diligence call with potential exit lender	1	8
02/17/15	Correspondence with potential exit lenders (process overview and diligence)	2.0	8
02/17/15	Diligence call with interested party	0.5	7
02/17/15	Preparation of exit financing process materials	2.5	8
02/18/15	Data room management	1.0	2
02/18/15	Review of DIP reporting package	0.5	2
02/18/15	Call with KPMG re: valuation and fresh start accounting	1.0	5
02/18/15	Call with management and professionals re: exit financing	1.0	8
02/18/15	Correspondence with potential exit lenders (process overview and diligence)	1.8	8
02/18/15	Diligence call with potential exit lender	1.0	8
02/18/15	Call with management and professionals re: Vernon	1.0	1
02/18/15	Preparation of exit financing process materials	0.5	8
02/19/15	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
02/19/15	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
02/19/15	Correspondence with potential exit lenders (process overview and diligence)	2.3	8
02/19/15	Data room management	1.0	2
02/19/15	Diligence call with interested party	0.8	7
02/20/15	Review of borrowing base	0.3	2
02/20/15	Preparation of exit financing process materials	2.0	8
02/20/15	Diligence call with potential exit lender	1.0	8
02/20/15	Correspondence with potential exit lenders (process overview and diligence)	1.3	8
02/22/15	Correspondence with potential exit lenders (process overview and diligence)	2.3	8
02/22/15	Review and comment re: process letter	1.0	7
02/23/15	Review of management's weekly liquidity report	0.3	2
02/23/15	Correspondence with potential exit lenders (process overview and diligence)	1.0	8
02/23/15	DIP Lender Call	0.5	8
02/23/15	Diligence call with potential exit lender	0.5	8
02/24/15	Diligence call with interested party	1.0	7
02/24/15	Diligence call with potential exit lender	1.0	8
02/24/15	Preparation of exit financing process materials	1.3	8
02/24/15	Diligence call with interested party	0.5	7
02/24/15	Correspondence with potential exit lenders (process overview and diligence)	2.3	8
02/25/15	Diligence call with interested party	0.5	7
02/25/15	Correspondence with potential exit lenders (process overview and diligence)	2.8	8
02/26/15	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
02/26/15	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
02/26/15	Diligence call with potential exit lender	1.0	8
02/26/15	Diligence call with potential exit lender	1.0	8
02/26/15	Correspondence with potential exit lenders (process overview and diligence)	2.0	8
02/26/15	Call with interested party	0.8	7
02/27/15	Diligence call with potential exit lender	1.0	8
02/27/15	Diligence call with potential exit lender	1.0	8
02/27/15	Review of initial indications	2.0	7
February Hours		134.5	

Exide Technologies

Time Detail

Lazard Frères & Co. LLC

Michael Archer - Analyst

Date:	Description of Work:	Hours:	Code
03/01/15	Call with management and professionals re: general case matters	1.5	1
03/01/15	BOD call	1.0	1
03/01/15	Correspondence with potential exit lenders (process overview and diligence)	1.0	8
03/02/15	Diligence call with potential exit lender	1.0	8
03/02/15	Call with interested party	1.0	7
03/02/15	Diligence call with potential exit lender	1.0	8
03/02/15	Call with Durkin Group re: field exam	0.5	8
03/02/15	Review of management's weekly liquidity report	0.3	2
03/02/15	Review of field exam report	2.0	8
03/02/15	Correspondence with potential exit lenders (process overview and diligence)	0.8	8
03/03/15	Review of cash flow forecast	0.8	2
03/03/15	Review of DIP reporting package	0.5	2
03/03/15	Review of inventory appraisal	1.5	8
03/03/15	Vernon presentation review and comment	1.8	9
03/03/15	Correspondence with potential exit lenders (process overview and diligence)	1.8	8
03/04/15	Call with management and professionals re: Vernon	1.0	1
03/04/15	Call with management and professionals re: interest party	1.0	7
03/04/15	Vernon presentation review and comment	1.0	9
03/04/15	Correspondence with potential exit lenders (process overview and diligence)	0.8	8
03/04/15	Call with UNC advisors re: exit financing indications	0.5	8
03/04/15	Data room management	1.0	2
03/04/15	Review of Plan Supplement	1.5	3
03/05/15	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
03/05/15	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
03/05/15	Correspondence with potential exit lenders (process overview and diligence)	2.3	8
03/05/15	Call with management and professionals re: exit financing	1.3	8
03/06/15	Internal call re: valuation	1.0	5
03/06/15	Call with management and professionals re: exit financing	0.5	8
03/06/15	Diligence call with potential exit lender	0.5	8
03/06/15	Call with UNC advisors re: exit financing	0.5	1
03/06/15	Review of borrowing base	0.3	2
03/06/15	Call with interested party	1.0	7
03/06/15	Valuation analysis	6.0	5
03/06/15	Correspondence with potential exit lenders (process overview and diligence)	1.8	8
03/07/15	Correspondence with potential exit lenders (process overview and diligence)	1.2	8
03/07/15	Valuation analysis	4.0	5
03/07/15	Data room management	1.0	2
03/08/15	Review of cash forecast	1.0	2
03/08/15	Correspondence with potential exit lenders (process overview and diligence)	1.0	8
03/08/15	Valuation analysis	1.5	5
03/09/15	Diligence call with potential exit lender	0.5	8
03/09/15	BOD call	1.0	1
03/09/15	Diligence call with potential exit lender	0.5	8
03/09/15	Correspondence with potential exit lenders (process overview and diligence)	3.0	8
03/09/15	Valuation analysis	4.5	5
03/09/15	Data room management	1.0	2
03/10/15	Call with interested party	1.0	7
03/10/15	Diligence call with potential exit lender	1.0	8
03/10/15	Call with management and professionals re: general case matters	0.5	1
03/10/15	Call with UCC advisors re: general case matters	0.5	1
03/10/15	BOD call	1.0	1
03/10/15	Valuation analysis	1.5	5
03/10/15	Correspondence with potential exit lenders (process overview and diligence)	1.3	8
03/11/15	Call with management and professionals re: exit financing	1.0	8
03/11/15	Correspondence with potential exit lenders (process overview and diligence)	2.3	8
03/11/15	Review of retail noteholder objection	1.0	3
03/11/15	Valuation analysis	3.0	5
03/12/15	Correspondence with potential exit lenders (process overview and diligence)	1.3	8
03/12/15	Meeting with UNC re: general case matters	5.0	1
03/12/15	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
03/12/15	Preparation of exit financing management presentation	2.0	8
03/13/15	Diligence meeting with potential exit lender	6.0	8
03/15/15	Diligence call with potential exit lender	1.0	8
03/15/15	Call with management and professionals re: exit financing	1.0	8
03/16/15	Call with management and professionals re: distributions	1.0	9

Exide Technologies
Time Detail
Lazard Frères & Co. LLC
Michael Archer - Analyst

<u>Date:</u>	<u>Description of Work:</u>	<u>Hours:</u>	<u>Code</u>
03/16/15	Call with UNC re: exit financing	1.0	8
03/16/15	Diligence call with potential exit lender	1.0	8
03/16/15	Diligence call with potential exit lender	1.0	8
03/16/15	Diligence call with potential exit lender	1.0	8
03/16/15	Call with GCG re: distributions	0.5	9
03/16/15	Preparation of exit financing process materials	2.0	8
03/16/15	Valuation analysis	1.5	5
03/17/15	Call with management and professionals re: exit financing	1.5	8
03/17/15	Call with UCC advisors re: general case matters	0.5	1
03/17/15	Diligence call with potential exit lender	1.0	8
03/17/15	Call with DIP agent	1.0	8
03/17/15	Valuation analysis	2.3	5
03/17/15	Review of exit financing term sheet	2.8	8
03/18/15	Call with potential exit lender	1.0	8
03/18/15	Call with management and professionals re: exit financing term sheet	1.0	8
03/18/15	Diligence call with potential exit lender	1.0	8
03/18/15	Diligence call with potential exit lenders	2.0	8
03/18/15	Call with potential exit lender	0.5	8
03/18/15	Valuation analysis	4.5	5
03/19/15	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
03/19/15	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
03/19/15	Internal call re: valuation	0.5	5
03/19/15	Diligence call with potential exit lender	1.0	8
03/19/15	Diligence call with potential exit lender	1.0	8
03/19/15	Preparation of DIP amendment presentation	5.0	8
03/19/15	Valuation analysis	3.0	5
03/19/15	Review of exit financing term sheet	1.3	8
03/20/15	Call with management and professionals re: exit financing term sheet	1.0	8
03/20/15	DIP lender call	1.0	8
03/20/15	Call with potential exit lender re: term sheet	1.0	8
03/20/15	Diligence call with potential exit lender	0.8	8
03/20/15	Call UNC advisors re: general case matters	1.0	1
03/20/15	Valuation analysis	3.0	5
03/21/15	Valuation analysis	5.0	5
03/21/15	Call with potential exit lender re: term sheet	0.8	8
03/21/15	Data room management	1.0	2
03/22/15	Diligence call with potential exit lender	1.0	8
03/22/15	Call with management and professionals re: exit financing term sheet	1.0	8
03/22/15	Valuation analysis	3.0	5
03/23/15	Call with management and professionals re: exit financing term sheet	1.0	8
03/23/15	Diligence call with potential exit lender	0.5	8
03/23/15	Call with potential exit lender re: term sheet	0.8	8
03/23/15	Call with management, professionals and exit lender re: exit financing term sheet	1.0	8
03/23/15	Call with management and professionals re: valuation	1.0	8
03/23/15	Call with UNC re: exit financing	0.8	1
03/23/15	Review of confirmation brief	2.0	3
03/24/15	BOD call	1.0	1
03/24/15	Call with management and professionals re: valuation	1.0	5
03/24/15	Diligence call with potential exit lender	0.5	8
03/25/15	Review of exit financing commitment letter and fee letter	0.5	8
03/25/15	Review of exit financing term sheet	1.0	8
03/25/15	Review of DIP reporting package	0.5	2
03/25/15	Call with management and professionals re: DIP amendment	0.5	8
03/25/15	Review of DIP amendment	0.8	8
03/25/15	Preparation of DIP amendment presentation	2.3	8
03/26/15	Call with UCC advisors (standing weekly call re: case, business performance, etc.)	0.5	1
03/26/15	Call with UNC advisors (standing weekly call re: case, business performance, etc.)	1.0	1
03/26/15	Call with management and professionals re: taxes	0.5	2
03/26/15	Call UNC advisors re: general case matters	0.5	1
03/26/15	Meeting with management and professionals re: confirmation hearing preparation	4.0	1
03/27/15	Confirmation hearing	6.0	1
03/28/15	Call with potential exit lender re: recap of confirmation hearing	0.5	8
03/28/15	Call with potential exit lender re: recap of confirmation hearing	0.5	8
03/28/15	Call with potential exit lender re: recap of confirmation hearing	0.5	8
03/29/15	Diligence call with potential exit lender	1.5	8

Exide Technologies

Time Detail

Lazard Frères & Co. LLC

Michael Archer - Analyst

Date:	Description of Work:	Hours:	Code
03/29/15	Data room management	2.0	2
03/29/15	Call with management and professionals re: re: exit financing term sheet	1.0	8
03/30/15	Call with management and professionals re: re: exit financing term sheet	1.0	8
03/30/15	Call with interested party	0.5	7
03/30/15	Call with interested party	0.5	7
03/30/15	Diligence call with potential exit lender	0.5	8
03/30/15	Diligence call with potential exit lender	0.5	8
03/30/15	Call with potential exit lender re: recap of confirmation hearing	0.5	8
03/30/15	Call with UNC advisors re: exit financing	1.0	1
03/31/15	Call with management and professionals re: re: exit financing term sheet	0.5	8
03/31/15	Call with interested party	0.5	7
03/31/15	Call with potential exit lender re: credit approval process	0.5	8
03/31/15	Call with management and professionals re: re: exit financing process update	1.0	8
03/31/15	Diligence call with potential exit lender	1.3	8
03/31/15	Review of exit financing commitment letter and fee letter	0.3	8
03/31/15	Review of DIP reporting package	0.5	2
March Hours		193.9	

EXHIBIT D

**Fee Calculation
& Details of Expenses**

Exide Technologies
7th Interim & Final Fee Application
Lazard Frères & Co. LLC

June 10, 2013 - March 27, 2015

Final Fee Calculation

<u>Item</u>	<u>Amount Incurred</u>
Prorated Monthly Fees Jun 10, 2013 - June 30, 2013	\$105,000.00 ⁽¹⁾
Monthly Fee: July 1, 2013 - July 31, 2013	150,000.00
DIP Financing Fee	\$7,500,000.00 ⁽²⁾
Less: Applicable Credit of Monthly Fees (April-July 2013)	<u>(590,000.00) ⁽³⁾</u>
Net DIP Financing Fee	6,910,000.00
Monthly Fee: August 1, 2013 - August 31, 2013	150,000.00
	150,000.00
Monthly Fee: October 1, 2013 - October 31, 2013	150,000.00
Monthly Fee: November 1, 2013 - November 30, 2013	150,000.00
Monthly Fee: December 1, 2013 - December 31, 2013	150,000.00
Monthly Fee: January 1, 2014 - January 31, 2014	150,000.00
Monthly Fee: February 1, 2014 - February 28, 2014	150,000.00
Monthly Fee: March 1, 2014 - March 31, 2014	150,000.00
Monthly Fee: April 1, 2014 - April 30, 2014	150,000.00
Monthly Fee: May 1, 2014 - May 31, 2014	150,000.00
Monthly Fee: June 1, 2014 - June 30, 2014	150,000.00
Monthly Fee: July 1, 2014 - July 31, 2014	150,000.00
DIP Financing Fee	\$900,000.00 ⁽⁴⁾
Less: Applicable Credit of Monthly Fees (August 13 - July 14)	<u>(900,000.00) ⁽⁵⁾</u>
Monthly Fee: August 1, 2014 - August 31, 2014	150,000.00
Monthly Fee: September 1, 2014 - September 30, 2014	150,000.00
Monthly Fee: October 1, 2014 - October 31, 2014	150,000.00
Monthly Fee: November 1, 2014 - November 30, 2014	150,000.00
Monthly Fee: December 1, 2014 - December 31, 2014	100,000.00
TOTAL	<u>\$9,665,000.00</u>

Summary of Out-of-Pocket Expenses ⁽⁶⁾

<u>Item</u>	<u>Amount Incurred</u>
Car Services and Taxis	\$7,355.64
Courier/Shipping	72.49
Electronic Information Service	5,216.70
Employee Meals	4,060.96
Legal Expenses ⁽⁷⁾	995.66
Legal Fees ⁽⁷⁾	111,047.75
Meals-Meetings/Travel	1,304.28
Misc. Travel Expense	19.54
Photocopying Costs	687.57
Telephone/Telex/Fax-Usage	139.56
Presentation Center	498.04
Travel	51,562.07
TOTAL	<u>\$182,960.26</u>

⁽¹⁾ Lazard's retention was approved pursuant to the terms set forth in the Engagement Letter dated April 3, 2013 (the "Engagement Letter") as modified by the Retention Order entered July 10, 2013. This amount reflects a pro-rated professional fee for the 21-day period from June 10, 2013 through June 30, 2013 [$\$150,000/30 \times 21 = \$105,000$].

⁽²⁾ This amount reflects the DIP Financing Fee payable pursuant to Section 2(e) of the Engagement Letter [$\$500,000,000 \times 1.5\%$].

⁽³⁾ Pursuant to section 2(a) of the Engagement Letter all Monthly Fees paid with respect to all months prior to the consummation of any Convertible Note Exchange or Financing shall be credited (without duplication) against any fee payable pursuant to clauses 2(b) or 2(e).

⁽⁴⁾ This amount reflects the DIP Financing Fee payable pursuant to Section 2(e) of the Engagement Letter [$\$60,000,000 \times 1.5\%$].

⁽⁵⁾ Pursuant to section 2(a) of the Engagement Letter all Monthly Fees paid with respect to all months prior to the consummation of any Convertible Note Exchange or Financing shall be credited (without duplication) against any fee payable pursuant to clauses 2(b) or 2(e).

⁽⁶⁾ Additional expense detail will be furnished upon request.

⁽⁷⁾ Legal representation of Lazard. See attached invoices.

**7th Interim Period
Fee Calculation
& Details of Expenses**

Exide Technologies
7th Interim & Final Fee Application
Lazard Frères & Co. LLC

December 1, 2014 - March 27, 2015

7th Interim Fee Calculation

<u>Item</u>	<u>Amount Incurred</u>
Monthly Fee: December 1, 2014 - December 31, 2014	100,000.00
TOTAL	<u><u>\$100,000.00</u></u>

Summary of Out-of-Pocket Expenses⁽²⁾

<u>Item</u>	<u>Amount Incurred</u>
Car Services and Taxis	\$2,557.08
Courier/Shipping	52.50
Electronic Information Service	2,346.15
Employee Meals	1,032.72
Legal Expenses ⁽³⁾	701.72
Legal Fees ⁽³⁾	85,204.50
Meals-Meetings/Travel	465.32
Telephone/Telex/Fax-Usage	20.00
Travel	17,517.11
TOTAL	<u><u>\$109,897.10</u></u>

⁽¹⁾ Lazard's retention was approved pursuant to the terms set forth in the Engagement Letter dated April 13, 2013 (the "Engagement Letter"). Pursuant to section 2(a) of the Engagement Letter Lazard shall be paid a monthly fee of \$150,000. Notwithstanding, pursuant to section 2(j) of the Engagement Letter total fees payable to Lazard shall not exceed \$10,000,000. Therefore, Lazard's fee for the monthly of December 2014 has been reduced by \$50,000 [$\$150,000 - \$50,000 = \$100,000$].

⁽²⁾ Additional expense detail will be furnished upon request.

⁽³⁾ Legal representation of Lazard. See attached invoices.

Exide Technologies
7th Interim & Final Fee Application
Lazard Frères & Co. LLC

December 1, 2014 - March 27, 2015

Summary of Out-of-Pocket Expenses⁽⁶⁾

Item	Dec	Jan	Feb	Mar	Total
Car Services and Taxis	\$597.63	\$448.48	\$268.13	\$1,242.84	\$2,557.08
Courier/Shipping	0.00	0.00	0.00	52.50	52.50
Electronic Information Service	0.00	20.95	41.90	2,283.30	2,346.15
Employee Meals	60.00	425.98	75.34	471.40	1,032.72
Legal Expenses ⁽²⁾	301.80	0.00	0.00	399.92	701.72
Legal Fees ⁽²⁾	68,620.00	0.00	0.00	16,584.50	85,204.50
Meals-Meetings/Travel	75.00	57.49	117.41	215.42	465.32
Telephone/Telex/Fax-Usage	0.00	0.00	20.00	0.00	20.00
Travel	5,491.52	2,573.83	2,523.19	6,928.57	17,517.11
TOTAL	\$75,145.95	\$3,526.73	\$3,045.97	\$28,178.45	\$109,897.10

⁽¹⁾ Additional expense detail will be furnished upon request.

⁽²⁾ Legal representation of Lazard. See attached invoices.

Currency: USD - US Dollar

EXPENSE TYPE	TRANS DATE	DESCRIPTION	BALANCE
OPENING BALANCE	1/1/1900		0.00
Car Services and Taxis			
	12/24/2014	Archer-Late 11/13 - Lazard/home 11/14/2014 Time: 02:44 / AMEX	13.34
	12/24/2014	Archer-Late 11/16 - Lazard/home 11/17/2014 Time: 02:55 / AMEX	11.65
	12/24/2014	Archer-Late 11/17 - Lazard/home 11/18/2014 Time: 02:38 / AMEX	11.63
	12/24/2014	Archer-Late 11/18 - Lazard/home 11/19/2014 Time: 03:48 / AMEX	12.27
	12/24/2014	Archer-Late 11/19 - Lazard/home 11/20/2014 Time: 03:19 / AMEX	13.08
	12/24/2014	Archer-Late 11/25 - Lazard/home 11/26/2014 Time: 01:41 / AMEX	18.20
	12/24/2014	Archer-Late 12/3 - Lazard/home 12/04/2014 Time: 00:03 / AMEX	17.40
	12/24/2014	Archer-Lazard/home 12/02/2014 Time: 23:50 / AMEX	17.38
	12/4/2014	Aronson-Car pick up from LGA to Hotel 10/22/2014 / AMEX	70.74
	12/4/2014	Aronson-Car service LGA to Pen Hotel 10/27/2014 / AMEX	69.98
	12/4/2014	Aronson-Car Service meeting to LGA 10/27/2014 / AMEX	61.48
	12/4/2014	Aronson-NY Taxi to Amtrak 10/30/2014 / AMEX	12.50
	12/5/2014	Sorensen-Taxi home after mdnght 10/13 10/14/2014 Time: 02:57 / AMEX	9.88
	12/5/2014	Sorensen-Taxi home after mdnght 10/14 10/15/2014 Time: 03:34 / AMEX	9.35
	12/5/2014	Sorensen-Taxi home after mdnght 10/15 10/16/2014 Time: 03:03 / AMEX	10.20
	12/5/2014	Sorensen-Taxi home after mdnght 10/17 10/18/2014 Time: 03:33 / AMEX	10.50
	12/5/2014	Sorensen-Taxi home after mdnght 10/18 10/19/2014 Time: 00:20 / AMEX	8.30
	12/5/2014	Sorensen-Taxi home after mdnght 10/20 10/21/2014 Time: 03:49 / AMEX	10.00
	12/5/2014	Sorensen-Taxi home after mdnght 10/21 10/22/2014 Time: 02:13 / AMEX	10.60
	12/5/2014	Sorensen-Taxi home after mdnght 10/22 10/23/2014 Time: 02:33 / AMEX	10.25
	12/5/2014	Sorensen-Taxi home after mdnght 10/23 10/24/2014 Time: 04:10 / AMEX	10.80
	12/5/2014	Sorensen-Taxi home after mdnght 10/24 10/25/2014 Time: 03:03 / AMEX	11.40
	12/5/2014	Sorensen-Taxi home after mdnght 10/26 10/27/2014 Time: 05:44 / AMEX	8.40
	12/5/2014	Sorensen-Taxi home after mdnght 11/11 11/12/2014 Time: 01:39 / AMEX	10.50
	12/5/2014	Sorensen-Taxi home after mdnght 11/3 11/04/2014 Time: 03:41 / AMEX	10.50
	12/5/2014	Sorensen-Taxi home after mdnght 11/5 11/06/2014 Time: 03:46 / AMEX	9.00
	12/5/2014	Sorensen-Taxi home late night 10/16/2014 Time: 22:31 / AMEX	11.85
	12/5/2014	Sorensen-Taxi home late night 10/30/2014 Time: 22:24 / AMEX	8.00
	12/5/2014	Sorensen-Taxi home late night 11/06/2014 Time: 23:21 / AMEX	10.50
	12/5/2014	Sorensen-Taxi home late night 11/10/2014 Time: 22:12 / AMEX	7.70
	12/5/2014	Sorensen-Taxi home-weekend 10/18/2014 Time: 20:25 / AMEX	9.25
	12/5/2014	Sorensen-Taxi home-weekend 10/25/2014 Time: 21:30 / AMEX	12.38
	12/5/2014	Sorensen-Taxi home-weekend 11/01/2014 Time: 19:00 / AMEX	11.12
	12/5/2014	Sorensen-Taxi home-weekend 11/09/2014 Time: 20:22 / AMEX	8.30

LAZARD

DEAL OPEN ITEMS BY CATEGORY

ALL EXPENSES

CHI00493 - Exide Technologies

Currency: USD - US Dollar

EXPENSE TYPE	TRANS DATE	DESCRIPTION	BALANCE	
Car Services and Taxis	12/5/2014	Sorensen-Taxi to office-weekend 10/25/2014 Time: 12:51 / AMEX	11.75	
	12/5/2014	Sorensen-Taxi to work-weekend 10/18/2014 Time: 13:06 / AMEX	13.65	
	12/5/2014	Sorensen-Taxi to work-weekend 10/19/2014 Time: 13:33 / AMEX	11.30	
	12/5/2014	Sorensen-Taxi to work-weekend 10/26/2014 Time: 12:43 / AMEX	12.50	
		Subtotal:	597.63	
Employee Meals	12/5/2014	Sorensen-M 30-OCT-2014 Ceci Italian Res Time: 20:03 / SEAMLESSWEB PROFESSIONAL	20.00	
	12/5/2014	Sorensen-M 03-NOV-2014 Aki Sushi Time: 21:15 / SEAMLESSWEB PROFESSIONAL	20.00	
	12/5/2014	Sorensen-M 06-NOV-2014 Sherwood To Go Time: 00:03 / SEAMLESSWEB PROFESSIONAL	20.00	
		Subtotal:	60.00	
Legal Expenses	12/22/2014	OCT31,2014 EXIDE TECHNOLOGIES / DENTONS US LLP	301.80	
			Subtotal:	301.80
Legal Fees	12/22/2014	OCT31,2014 EXIDE TECHNOLOGIES / DENTONS US LLP	68,620.00	
			Subtotal:	68,620.00
Meals-Meetings/Travel	12/4/2014	Aronson-Brkfst in hotel 10/29/2014 / AMEX	25.00	
	12/4/2014	Aronson-Brkfst in hotel 10/30/2014 / AMEX	25.00	
	12/4/2014	Aronson-Brkfst in hotel 10/31/2014 / AMEX	25.00	
		Subtotal:	75.00	
Travel	12/4/2014	Aronson-NY Hotel 3 nights @ \$525 10/31/2014 / AMEX	1,575.00	
	12/4/2014	Aronson-AA / ORD to IAH / Coach 11/17/2014 / AMEX	626.10	
	12/4/2014	Aronson-UA / IAH to ORD / Coach 11/18/2014 / AMEX	624.60	
	12/4/2014	Aronson-United ORD to LGA / Coach 10/27/2014 / AMEX	542.10	
	12/4/2014	Aronson-NY Hotel 1 night \$525 10/24/2014 / AMEX	525.00	
	12/4/2014	Aronson-UA / PHL to ORD / Coach 10/31/2014 / AMEX	458.10	
	12/4/2014	Aronson-PHL Hotel 1 night \$325 11/01/2014 / AMEX	325.00	
	12/4/2014	Aronson-United ORD to LGA / Coach 10/22/2014 / AMEX	318.57	
	12/4/2014	Aronson-AA flr/ LGA to ORD / Coach 10/24/2014 / AMEX	271.05	
	12/4/2014	Aronson-AMTRAK NY Penn to Wil, DE 10/30/2014 / AMEX	179.00	
	12/4/2014	Aronson-ORD Parking 2 night 10/24/2014 / AMEX	47.00	
			Subtotal:	5,491.52
	CLOSING BALANCE as of 12/31/2014			75,145.95

Currency: USD - US Dollar

EXPENSE TYPE	ACCTG DATE DESCRIPTION	BALANCE
OPENING BALANCE	1/1/1900	0.00
Car Services and Taxis		
	1/28/2015 Archer-Lazard/home-NYC 01/05/2015 Time: 23:20 / AMEX	14.55
	1/28/2015 Archer-Lazard/home-NYC 12/15/2014 Time: 22:43 / AMEX	12.50
	1/28/2015 Archer-Lazard/home-NYC 12/22/2014 Time: 22:04 / AMEX	7.70
	1/28/2015 Archer-Lazard/NY airport 01/06/2015 / AMEX	70.83
	1/28/2015 Archer-Sunday - HomeNYC/Lazard 12/21/2014 Time: 14:38 / AMEX	13.75
	1/28/2015 Archer-Sunday - Lazard/home-NYC 12/21/2014 Time: 22:17 / AMEX	18.85
	1/8/2015 Aronson-Car Service IAH to Hotel 11/17/2014 / AMEX	108.11
	1/8/2015 Aronson-NY Taxi Hotel to Pen Station 12/11/2014 / AMEX	9.25
	1/8/2015 Sorensen-Taxi home after 12 am (11/12) 11/13/2014 Time: 00:15 / AMEX	11.75
	1/8/2015 Sorensen-Taxi home after 12 am (11/20) 11/21/2014 Time: 00:05 / AMEX	14.25
	1/8/2015 Sorensen-Taxi home after 12 am (11/25) 11/26/2014 Time: 01:39 / AMEX	11.25
	1/8/2015 Sorensen-Taxi home after 12 am (11/26) 11/27/2014 Time: 01:53 / AMEX	11.70
	1/8/2015 Sorensen-Taxi home after 12 am (12/2) 12/03/2014 Time: 04:02 / AMEX	10.40
	1/8/2015 Sorensen-Taxi home after 12 am (12/3) 12/04/2014 Time: 00:12 / AMEX	12.20
	1/8/2015 Sorensen-Taxi home late night 11/13/2014 Time: 22:42 / AMEX	21.12
	1/8/2015 Sorensen-Taxi home late night 11/17/2014 Time: 22:53 / AMEX	11.12
	1/8/2015 Sorensen-Taxi home late night 11/18/2014 Time: 23:15 / AMEX	11.25
	1/8/2015 Sorensen-Taxi home late night 12/01/2014 Time: 21:58 / AMEX	12.85
	1/8/2015 Sorensen-Taxi to home weekend 11/30/2014 Time: 22:00 / AMEX	12.50
	1/8/2015 Sorensen-Taxi to home weekend 12/07/2014 Time: 20:30 / AMEX	17.40
	1/8/2015 Sorensen-Taxi to home weekend 12/08/2014 Time: 22:16 / AMEX	9.75
	1/8/2015 Sorensen-Taxi to work weekend 11/30/2014 Time: 13:55 / AMEX	11.25
	1/8/2015 Sorensen-Taxi to work weekend 12/07/2014 Time: 11:43 / AMEX	14.15
	Subtotal:	448.48
Electronic Information Service		
	1/28/2015 All day WiFi pass on plane 01/06/2015 / AMEX	20.95
	Subtotal:	20.95
Employee Meals		
	1/7/2015 Archer-M 19-NOV-2014 Gente Ristorante Time: 19:25 / SEAMLESSWEB PROFESSIONAL	20.00
	1/7/2015 Archer-M 20-NOV-2014 Fresh Basil's Time: 19:13 / SEAMLESSWEB PROFESSIONAL	20.00
	1/12/2015 Archer-M 25-NOV-2014 Little Thai Kite Time: 19:10 / SEAMLESSWEB PROFESSIONAL	20.00
	1/12/2015 Sorensen-M 01-DEC-2014 Bill's Bar & Bur Time: 20:00 / SEAMLESSWEB PROFESSIONAL	20.00
	1/12/2015 Sorensen-M 02-DEC-2014 Sherwood To Go Time: 20:04 / SEAMLESSWEB PROFESSIONAL	20.00
	1/12/2015 Sorensen-M 03-DEC-2014 Sherwood To Go Time: 21:21 / SEAMLESSWEB PROFESSIONAL	20.00



DEAL OPEN ITEMS BY CATEGORY

ALL EXPENSES

CHI00493 - Exide Technologies

Currency: USD - US Dollar

EXPENSE TYPE	ACCTG DATE	DESCRIPTION	BALANCE	
Employee Meals	1/26/2015	Sorensen-M 03-JAN-2015 Just Salad (Rock Time: 14:29 / SEAMLESSWEB PROFESSIONAL	15.34	
	1/26/2015	Sorensen-M 07-DEC-2014 Potbelly Sandwic Time: 13:37 / SEAMLESSWEB PROFESSIONAL	15.76	
	1/26/2015	Sorensen-M 08-DEC-2014 Aaron's Chinese Time: 20:29 / SEAMLESSWEB PROFESSIONAL	20.00	
	1/26/2015	Sorensen-M 10-DEC-2014 Bombay Masala Time: 19:30 / SEAMLESSWEB PROFESSIONAL	20.00	
	1/26/2015	Sorensen-M 11-DEC-2014 Jersey Mike's Su Time: 20:07 / SEAMLESSWEB PROFESSIONAL	20.00	
	1/7/2015	Sorensen-M 11-NOV-2014 Blake & Todd Time: 19:36 / SEAMLESSWEB PROFESSIONAL	20.00	
	1/26/2015	Sorensen-M 15-DEC-2014 Pulse Time: 19:13 / SEAMLESSWEB PROFESSIONAL	20.00	
	1/26/2015	Sorensen-M 16-DEC-2014 Pulse Time: 19:40 / SEAMLESSWEB PROFESSIONAL	20.00	
	1/7/2015	Sorensen-M 17-NOV-2014 Eatery Time: 21:00 / SEAMLESSWEB PROFESSIONAL	20.00	
	1/26/2015	Sorensen-M 18-DEC-2014 Cosmic Diner Time: 22:17 / SEAMLESSWEB PROFESSIONAL	20.00	
	1/7/2015	Sorensen-M 18-NOV-2014 Bill's Bar & Bur Time: 19:08 / SEAMLESSWEB PROFESSIONAL	20.00	
	1/7/2015	Sorensen-M 19-NOV-2014 Gente Ristorante Time: 19:25 / SEAMLESSWEB PROFESSIONAL	20.00	
	1/7/2015	Sorensen-M 20-NOV-2014 Fresh Basil's Time: 19:13 / SEAMLESSWEB PROFESSIONAL	20.00	
	1/12/2015	Sorensen-M 25-NOV-2014 Ceci Italian Res Time: 19:14 / SEAMLESSWEB PROFESSIONAL	20.00	
	1/12/2015	Sorensen-M 26-NOV-2014 Eatery Time: 21:55 / SEAMLESSWEB PROFESSIONAL	20.00	
	1/12/2015	Sorensen-M 30-NOV-2014 Potbelly Sandwic Time: 14:16 / SEAMLESSWEB PROFESSIONAL	14.88	
			Subtotal:	425.98
	Meals-Meetings/Travel	1/8/2015	Aronson-Dinr in Houston 11/17/2014 / AMEX	40.00
		1/8/2015	Aronson-Lunch at PHL 12/11/2014 / AMEX	17.49
			Subtotal:	57.49
Travel	1/28/2015	Archer-Delta/NY/Atlanta/FtSmith/coach 01/06/2015 / AMEX	678.80	
	1/28/2015	Archer-Delta - luggage fee 01/07/2015 / AMEX	25.00	
	1/28/2015	Archer-Hampton Inn/Indianapolis\$109 01/10/2015 / AMEX	122.08	
	1/28/2015	Archer-Indigo/Atlanta 1 nt @ \$159 01/07/2015 / AMEX	182.85	
	1/28/2015	Archer-Marriott/KansasCity 1nt @ \$119 01/08/2015 / AMEX	139.82	
	1/28/2015	Archer-SW/KansasCity/Indianapolis 01/08/2015 / AMEX	268.10	
	1/28/2015	Archer-United/Indianapolis/NY - coach 01/09/2015 / AMEX	643.38	
	1/8/2015	Aronson-AMTRAK / NY Pen to DE 12/11/2014 / AMEX	179.00	
	1/8/2015	Aronson-Houston Hotel 1 Night 11/17/2014 / AMEX	280.80	
	1/8/2015	Aronson-ORD Parking 1 Night/Day 11/18/2014 / AMEX	54.00	
			Subtotal:	2,573.83
			CLOSING BALANCE as of 1/31/2015	3,526.73

ALL EXPENSES

CHI00493 - Exide Technologies

Currency: USD - US Dollar

EXPENSE TYPE	ACCTG DATE DESCRIPTION	BALANCE
OPENING BALANCE	1/1/1900	0.00
Car Services and Taxis		
	2/5/2015 Atronson-Car Service from DE to PHL 12/11/2014 / AMEX	121.45
	2/6/2015 Sorensen-Car-home to LGA 01/08/2015 / AMEX	96.01
	2/6/2015 Sorensen-Taxi to home-weekend 01/03/2015 Time: 20:06 / AMEX	15.80
	2/6/2015 Sorensen-Taxi to office-weekend 01/03/2015 Time: 14:08 / AMEX	12.25
	2/6/2015 Sorensen-Car to office-weekend 01/10/2015 Time: 11:48 / AMEX	11.62
	2/6/2015 Sorensen-Car home after 12 am (1/10) 01/11/2015 Time: 00:21 / AMEX	11.00
	Subtotal:	268.13
Electronic Information Service		
	2/6/2015 Sorensen-Internet Access on plane 01/05/2015 / AMEX	20.95
	2/6/2015 Sorensen-Internet access on plane 01/07/2015 / AMEX	20.95
	Subtotal:	41.90
Employee Meals		
	2/10/2015 Sorensen-M 13-JAN-2015 Aki Sushi Time: 20:59 / SEAMLESSWEB PROFESSIONAL	20.00
	2/10/2015 Sorensen-M 15-JAN-2015 Chop't Creative Time: 19:37 / SEAMLESSWEB PROFESSIONAL	20.00
	2/10/2015 Sorensen-M 10-JAN-2015 Just Salad (Rock Time: 15:24 / SEAMLESSWEB PROFESSIONAL	15.34
	2/25/2015 Sorensen-M 21-JAN-2015 iEatery Time: 19:28 / SEAMLESSWEB PROFESSIONAL	20.00
	Subtotal:	75.34
Meals-Meetings/Travel		
	2/6/2015 Sorensen-Dinner while traveling 1p 01/06/2015 / AMEX	55.00
	2/6/2015 Sorensen-Dinner while traveling 1 p 01/08/2015 / AMEX	32.47
	2/6/2015 Sorensen-Meal while traveling 1p 01/08/2015 / AMEX	20.54
	2/6/2015 Sorensen-Breakfast while traveling 1p 01/06/2015 / AMEX	9.40
	Subtotal:	117.41
Telephone/Telex/Fax-Usage/Re		
	2/6/2015 Sorensen-internet 01/08/2015 / AMEX	20.00
	Subtotal:	20.00
Travel		
	2/6/2015 Sorensen-Flight LGA/ATL ow coach 01/05/2015 / AMEX	714.30
	2/6/2015 Sorensen-Hotel-2 nights @\$259 01/10/2015 / AMEX	600.88
	2/6/2015 Sorensen-Hotel-2 nights-\$259 per night 01/08/2015 / AMEX	585.34
	2/6/2015 Sorensen-Rental car-2 days@\$134 per 01/09/2015 / AMEX	393.91
	2/6/2015 Sorensen-Rental car-2 days-\$98 per 01/06/2015 / AMEX	174.76
	2/6/2015 Sorensen-Parking at hotel 01/08/2015 / AMEX	27.00

DEAL OPEN ITEMS BY CATEGORY

ALL EXPENSES

CHI00493 - Exide Technologies

Currency: USD - US Dollar

EXPENSE TYPE	ACCTG DATE DESCRIPTION	BALANCE
Travel	2/6/2015 Sorensen-Parking at hotel 01/07/2015 / AMEX	27.00
	Subtotal:	2,523.19
	CLOSING BALANCE as of 2/28/2015	3,045.97

L A Z A R D

DEAL OPEN ITEMS BY CATEGORY

ALL EXPENSES

CHI00493 - Exide Technologies

Currency: USD - US Dollar

EXPENSE TYPE	TRANS DATE DESCRIPTION	BALANCE
OPENING BALANCE	01-Jan-1900	0.00
Car Services and Taxis		
	05-Mar-2015 Aronson-Car Service LGA to Hotel 02/03/2015 / AMEX	104.89
	05-Mar-2015 Aronson-Car Service from Client to LGA 02/05/2015 / AMEX	94.82
	10-Mar-2015 Archer-Saturday - Lazard/home-NYC 01/17/2015 Time: 22:56 / AMEX	17.25
	10-Mar-2015 Archer-Late 1/22 - Lazard/home-NYC 01/23/2015 Time: 01:05 / AMEX	14.76
	10-Mar-2015 Archer-Late 1/21 - Lazard/home-NYC 01/22/2015 Time: 01:50 / AMEX	13.56
	10-Mar-2015 Archer-Late 1/25 - Lazard/home-NYC 01/26/2015 Time: 00:33 / AMEX	13.55
	10-Mar-2015 Archer-Lazard/home-NYC 02/03/2015 Time: 23:03 / AMEX	12.96
	10-Mar-2015 Archer-Late 2/1 - Lazard/home-NYC 02/02/2015 Time: 02:21 / AMEX	12.87
	10-Mar-2015 Archer-Saturday - home/Lazard-NYC 01/17/2015 Time: 17:37 / AMEX	12.80
	02-Apr-2015 Archer-Late 2/24 - Lazard/home 02/25/2015 Time: 00:19 / AMEX	17.88
	02-Apr-2015 Archer-Saturday - Lazard/home 02/28/2015 Time: 18:31 / AMEX	17.85
	02-Apr-2015 Archer-Lazard/home 03/04/2015 Time: 22:38 / AMEX	16.60
	02-Apr-2015 Archer-Lazard/home 02/26/2015 Time: 23:15 / AMEX	15.38
	02-Apr-2015 Archer-Late 3/2 - Lazard/home 03/03/2015 Time: 01:37 / AMEX	12.88
	07-Apr-2015 Aronson-Car Service / EWR to Hotel 03/12/2015 / AMEX	108.00
	14-Apr-2015 Sorensen-Car to home late night 02/24/2015 Time: 23:06 / AMEX	12.85
	14-Apr-2015 Sorensen-Car to home late night 02/25/2015 Time: 22:11 / AMEX	11.60
	14-Apr-2015 Sorensen-Car to work-weekend 03/01/2015 Time: 12:20 / AMEX	11.16
	14-Apr-2015 Sorensen-Car home late night 03/11/2015 Time: 23:31 / AMEX	11.16
	14-Apr-2015 Sorensen-Car home after 12 am (2/12) 02/13/2015 Time: 03:04 / AMEX	11.00
	14-Apr-2015 Sorensen-Car to home late night 02/26/2015 Time: 23:44 / AMEX	11.00
	14-Apr-2015 Sorensen-Car to Exide mtg@ skadden 03/13/2015 / AMEX	10.38
	14-Apr-2015 Sorensen-Car home after 12 am (3/12) 03/13/2015 Time: 04:03 / AMEX	10.35
	01-May-2015 Aronson-Car from Skadden DE to PHL 03/29/2015 / AMEX	135.36
	01-May-2015 Aronson-Car from PHL to Skadden DE 03/26/2015 / AMEX	124.95
	01-May-2015 Aronson-Car from Skadden to LGA 03/16/2015 / AMEX	87.32
	01-May-2015 Aronson-Car from home to ORD 03/26/2015 / AMEX	70.03
	01-May-2015 Aronson-Car from ORD to home 03/27/2015 / AMEX	70.03
	12-May-2015 Sorensen-Cab home after 12 am(3/25) 03/26/2015 Time: 02:45 / AMEX	14.12
	12-May-2015 Sorensen-Taxi from Penn Station to home 03/27/2015 / AMEX	11.75
	12-May-2015 Sorensen-Cab home after 12 am(3/16) 03/17/2015 Time: 01:48 / AMEX	11.60
	12-May-2015 Sorensen-Cab home after 12 am(4/6) 04/07/2015 Time: 03:24 / AMEX	11.44
	12-May-2015 Sorensen-Cab home after 12 am(3/18) 03/19/2015 Time: 03:52 / AMEX	11.00
	12-May-2015 Sorensen-Cab home after 12 am(3/17) 03/18/2015 Time: 02:11 / AMEX	10.37

ALL EXPENSES

CHI00493 - Exide Technologies

Currency: USD - US Dollar

EXPENSE TYPE	TRANS DATE	DESCRIPTION	BALANCE
	12-May-2015	Sorensen-Taxi to Penn Station 03/26/2015 / AMEX	9.49
	03-Jun-2015	Sorensen-Cab home-weekend 04/19/2015 Time: 18:23 / AMEX	13.50
	03-Jun-2015	Sorensen-Cab home late night 04/22/2015 Time: 22:09 / AMEX	12.88
	03-Jun-2015	Sorensen-Cab home after 12 am (4/20) 04/21/2015 Time: 01:07 / AMEX	11.40
	03-Jun-2015	Sorensen-Cab home late night 04/21/2015 Time: 23:15 / AMEX	11.15
	03-Jun-2015	Sorensen-Cab to work-weekend 04/25/2015 Time: 09:21 / AMEX	11.15
	03-Jun-2015	Sorensen-Cab home after 12 am (4/29) 04/30/2015 Time: 04:45 / AMEX	9.75
	08-Jun-2015	Sorensen-Taxi from hotel to train stat 03/27/2015 / Cash	15.00
	08-Jun-2015	Sorensen-Taxi from train to hotel 03/26/2015 / Cash	15.00
		Subtotal:	1,242.84
	19-Mar-2015	Messenger Service / N.Y. MINUTE MESSENGER	52.50
		Subtotal:	52.50
	10-Mar-2015	CapitalIQ Jan 2015 / STANDARD & POOR'S CORPORATION	100.00
	31-Mar-2015	Barra chargebacksFeb15 / BARRA INC	130.00
	02-Apr-2015	Barra chargebacksJan15 / BARRA INC	108.88
	14-Apr-2015	Dealogic Global Apr 2015 / DEALOGIC, LLC	727.35
	14-Apr-2015	Dealogic Global Apr 2015 / DEALOGIC, LLC	550.00
	14-Apr-2015	CapitalIQ Mar 2015 / STANDARD & POOR'S CORPORATION	105.25
	21-Apr-2015	FACTIVA Mar 2015 Trans: EUR 94.97 / LAZARD FRERES PARIS	106.49
	23-Apr-2015	Factset Mar 15 / FACTSET RESEARCH SYSTEMS, INC.	125.00
	27-Apr-2015	Investext March 15 / THOMSON REUTERS (MARKETS) LLC	150.00
	28-Apr-2015	SDC Mar 2015 / THOMSON REUTERS (MARKETS) LLC	180.33
		Subtotal:	2,283.30
	09-Mar-2015	Sorensen-M 02-FEB-2015 !Eatery Time: 19:36 / SEAMLESSWEB PROFESSIONAL	20.00
	09-Mar-2015	Sorensen-M 03-FEB-2015 !Eatery Time: 19:12 / SEAMLESSWEB PROFESSIONAL	20.00
	09-Mar-2015	Sorensen-M 05-FEB-2015 Cosmic Diner Time: 02:02 / SEAMLESSWEB PROFESSIONAL	20.00
	09-Mar-2015	Sorensen-M 12-FEB-2015 Fresco Tortillas Time: 22:18 / SEAMLESSWEB PROFESSIONAL	20.00
	10-Apr-2015	Sorensen-M 26-FEB-2015 !Eatery Time: 19:35 / SEAMLESSWEB PROFESSIONAL	20.00
	10-Apr-2015	Sorensen-M 17-FEB-2015 !Eatery Time: 22:25 / SEAMLESSWEB PROFESSIONAL	20.00
	10-Apr-2015	Sorensen-M 19-FEB-2015 Butcher Block Time: 19:55 / SEAMLESSWEB PROFESSIONAL	20.00
	10-Apr-2015	Sorensen-M 01-MAR-2015 Potbelly Sandwic Time: 14:02 / SEAMLESSWEB PROFESSIONAL	15.78
	10-Apr-2015	Sorensen-M 22-FEB-2015 Potbelly Sandwic Time: 14:02 / SEAMLESSWEB PROFESSIONAL	14.56
	23-Apr-2015	Sorensen-M 11-MAR-2015 !Eatery Time: 19:38 / SEAMLESSWEB PROFESSIONAL	20.00
	23-Apr-2015	Sorensen-M 10-MAR-2015 Little Thai Kitec Time: 20:02 / SEAMLESSWEB PROFESSIONAL	20.00
		Subtotal:	200.00

Couriers / Shipping

Electronic Information Service

Employee Meals

EXPENSE TYPE	TRANS DATE	DESCRIPTION	BALANCE	
Employee Meals	23-Apr-2015	Sorensen-M 09-MAR-2015 Sherwood To Go Time: 19:30 / SEAMLESSWEB PROFESSIONAL	20.00	
	23-Apr-2015	Sorensen-M 04-MAR-2015 Toasties (52nd/L Time: 19:29 / SEAMLESSWEB PROFESSIONAL	20.00	
	23-Apr-2015	Sorensen-M 08-MAR-2015 Potbelly Sandwic Time: 13:20 / SEAMLESSWEB PROFESSIONAL	15.75	
	08-May-2015	Sorensen-M 18-MAR-2015 Academia Barilla Time: 19:31 / SEAMLESSWEB PROFESSIONAL	20.00	
	08-May-2015	Sorensen-M 16-MAR-2015 !Eatery Time: 19:27 / SEAMLESSWEB PROFESSIONAL	20.00	
	08-May-2015	Sorensen-M 17-MAR-2015 Sherwood To Go Time: 22:35 / SEAMLESSWEB PROFESSIONAL	20.00	
	08-May-2015	Sorensen-M 22-MAR-2015 Potbelly Sandwic Time: 14:19 / SEAMLESSWEB PROFESSIONAL	15.75	
	08-May-2015	Sorensen-M 28-MAR-2015 Potbelly Sandwic Time: 13:20 / SEAMLESSWEB PROFESSIONAL	15.75	
	20-May-2015	Sorensen-M 02-APR-2015 Schnippers Quali Time: 19:04 / SEAMLESSWEB PROFESSIONAL	20.00	
	20-May-2015	Sorensen-M 07-APR-2015 Cosmic Diner Time: 23:21 / SEAMLESSWEB PROFESSIONAL	20.00	
	20-May-2015	Sorensen-M 06-APR-2015 Cosmic Diner Time: 23:20 / SEAMLESSWEB PROFESSIONAL	20.00	
	20-May-2015	Sorensen-M 03-APR-2015 Lenny's (48th St Time: 11:47 / SEAMLESSWEB PROFESSIONAL	13.81	
	28-May-2015	Sorensen-M 13-APR-2015 !Eatery Time: 19:57 / SEAMLESSWEB PROFESSIONAL	20.00	
	28-May-2015	Sorensen-M 14-APR-2015 Sherwood To Go Time: 22:57 / SEAMLESSWEB PROFESSIONAL	20.00	
			Subtotal:	471.40
	Legal Expenses	29-May-2015	MAR31,2015 PROF SERV RENDERED / DENTONS US LLP	345.60
		12-Jun-2015	NOV2014 EXIDE TECHNOLOGIES / DENTONS US LLP	54.32
			Subtotal:	399.92
Legal Fees	29-May-2015	MAR31,2015 PROF SERV RENDERED / DENTONS US LLP	2,739.00	
	01-Jun-2015	JAN15 EXIDE TECHNOLOGIES / DENTONS US LLP	12,785.00	
	12-Jun-2015	NOV2014 EXIDE TECHNOLOGIES / DENTONS US LLP	811.50	
	15-Jun-2015	DEC31,2014 EXIDE / DENTONS US LLP	249.00	
			Subtotal:	16,584.50
Meals-Meetings/Travel	05-Mar-2015	Aronson-Brkfst Room Service 02/06/2015 / AMEX	35.00	
	05-Mar-2015	Aronson-PENINSULA HOTEL NY 2 Nights 02/06/2015 / AMEX	35.00	
	09-Mar-2015	Archer-Dinner/SmokeBoxCafe/KansasCity 01/07/2015 / Cash	18.13	
	09-Mar-2015	Archer-Lunch/Pork & Pickle/KansasCity 01/08/2015 / Cash	15.60	
	07-Apr-2015	Aronson-Room Service Dinner 03/13/2015 / AMEX	50.00	
	01-May-2015	Aronson-Snack/beverage in room 03/28/2015 / AMEX	6.00	
	12-May-2015	Sorensen-Dinner on train with Skadden 03/27/2015 / AMEX	43.50	
	12-May-2015	Sorensen-Meal while traveling 03/26/2015 / AMEX	10.00	
	12-May-2015	Sorensen-Breakfast while traveling 03/26/2015 / AMEX	2.19	
			Subtotal:	215.42

L A Z A R D

DEAL OPEN ITEMS BY CATEGORY

ALL EXPENSES

CHI00493 - Exide Technologies

Currency: USD - US Dollar

EXPENSE TYPE	TRANS DATE	DESCRIPTION	BALANCE
Travel	05-Mar-2015	Aronson-PENINSULA HOTEL NY 2 Nights 02/06/2015 / AMEX	1,049.56
	05-Mar-2015	Aronson-UA ft / ORD to LGA / coach 02/03/2015 / AMEX	1,003.22
	05-Mar-2015	Aronson-UA ft / ORD to LGA / Coach 02/05/2015 / AMEX	482.10
	05-Mar-2015	Aronson-AMTRAK / Wil DE to NY 02/04/2015 / AMEX	179.00
	05-Mar-2015	Aronson-AMTRAK / NY to Wil DE 02/04/2015 / AMEX	179.00
	05-Mar-2015	Aronson-ORD Parking 3 Days 02/05/2015 / AMEX	87.00
	07-Apr-2015	Aronson-NY Hotel 2 Nights at \$456.77 03/13/2015 / AMEX	913.54
	07-Apr-2015	Aronson-UA ft / IAH to EWR / Coach 03/11/2015 / AMEX	622.05
	07-Apr-2015	Aronson-UA ft / LGA to ORD / Coach 03/13/2015 / AMEX	502.10
	01-May-2015	Aronson-AA ft / PHL to ORD / Coach 03/27/2015 / AMEX	469.00
	01-May-2015	Aronson-AA ft / ORD to PHL / coach 03/26/2015 / AMEX	468.10
	01-May-2015	Aronson-DE Hotel 1 Night 03/28/2015 / AMEX	300.00
	12-May-2015	Sorensen-Train NYC/WIL RT 03/26/2015 / AMEX	179.00
	12-May-2015	Sorensen-Train ticket NYC/WIL RT 03/25/2015 / AMEX	179.00
	12-May-2015	Sorensen-Hotel 1 night @\$159 03/28/2015 / AMEX	174.90
	12-May-2015	Sorensen-Train-WIL/NYC OW coach 03/26/2015 / AMEX	141.00
		Subtotal:	6,928.57
		CLOSING BALANCE as of 24-Jun-2015	28,178.45

DENTONSDentons US LLP
1221 Avenue of the Americas
New York, New York 10020-1089Salans FMC SNR Denton
dentons.comLAZARD FRERES & COMPANY LLC
NAOMI WIESEN
30 ROCKEFELLER PLAZA
NEW YORK, NY 10020

November 17, 2014

Invoice No. 1606204

Client/Matter: 09722615-0066

Exide Technologies

For Professional Services Rendered through October 31, 2014:

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Narrative</u>
10/16/14	A. Ruegger	1.50	Conference with Skadden, Lazard and Dentons representatives regarding UCC subpoena (.7); communications with client and O. Pinkas prior to conference call (.4); conference call with client regarding email search terms (.4).
10/16/14	O. Pinkas	1.40	All hands and client calls re: document review (1.1); and reviewed draft debtor's responses and objections to RFP (.3).
10/17/14	O. Pinkas	1.90	Reviewed committee's document requests (.7); emails re: document search terms (.2); call with A. Ruegger thereon (.2); meet and confer call with debtor's and committee's counsel (.5); and email to A. Ruegger thereon (.3).
10/17/14	A. Ruegger	2.20	Communications with Skadden regarding morning conference call (.2); communications with O. Pinkas and G. Martin regarding production formats (.8); communications with Skadden et al. re negotiations with UCC (.2); communications with Pinkas and client regarding status of search and communications with Skadden and Alvarez Marsal regarding same (.7); communications with Pinkas and Martin regarding weekend delivery and process (.3).
10/17/14	G. Singleton	1.50	Correspondence with O. Pinkas and A. Ruegger regarding processing specifications for incoming client data and productions to Skadden (0.40); draft production specifications (0.40); correspondence with ediscovery processing vendor confirming data specifications for incoming client data and production specifications (0.40); update review database as per the request of O. Pinkas (0.30).
10/18/14	A. Ruegger	0.20	Communications with client regarding status of search (.2).
10/18/14	O. Pinkas	0.50	Emails re: first level document review.
10/19/14	A. Ruegger	1.50	Communications with O. Pinkas, G. Martin and client regarding status and measures to be taken regarding loading of client files for review (1.5).

Exide Technologies

November 17, 2014

Matter: 09722615-0066

Invoice No.: 1606204

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Narrative</u>
10/19/14	G. Singleton	3.20	Correspondence with ediscovery processing vendor confirming data specifications for processing (0.70); correspondence with O. Pinkas regarding processing specifications for incoming client data and document review processes within the review database (0.50); download processed data from processing vendor FTP site (0.40); update Concordance and IPRO databases (0.50); upload data into the review databases (0.70); and review data for accuracy and completeness prior to attorney review (0.40).
10/20/14	G. Singleton	1.80	Communicate with A. Ruegger and C. White regarding data management and document review processing within the review database (0.80); assist in culling and isolating subsets of data for production to opposing counsel as per A. Ruegger's request (0.70); review search results for accuracy and completeness prior to attorney review (0.30).
10/20/14	O. Pinkas	3.50	Document review (2.8); calls with working group re: progress on searches (.4); and call with J. Selby and J. Copeland re: background for document review (.3).
10/20/14	C. White	6.50	Work on reviewing documents related to Exide bankruptcy for responsiveness to document request from unsecured creditors.
10/20/14	R. Ellison, Jr.	0.40	Update review document repository to include OCR text for native files in volume EX1004.
10/20/14	J. Selby	5.80	Communicate with O. Pinkas and J. Copeland re: document production by financial advisor (0.2); communicate with C. White re: same (0.1); communicate with C. White and J. Copeland re: same (0.2); review financial advisor records relevant to Committee document request (5.3)
10/20/14	J. Copeland	5.20	Call J. Selby and O. Pinkas regarding document review (.3); document review in connection with DIP extension (4.9).
10/20/14	A. Ruegger	3.80	Communications with O. Pinkas and G. Singleton re status of document review and productions (.6); review documents tagged by associates for forwarding to Skadden, including references to UCC request (3.2).
10/21/14	A. Ruegger	4.00	Review documents for production to Skadden (3.3); communications with G. Singleton and O. Pinkas regarding same (.2); communications with client and G. Singleton regarding production status (.5).
10/21/14	J. Copeland	0.60	Further review of documents in connection with DIP financing extension.
10/21/14	O. Pinkas	1.80	Document review.

Exide Technologies

November 17, 2014

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<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Narrative</u>
10/21/14	G. Singleton	3.20	Communicate with A. Ruegger regarding data management and document review processes within the review database (0.40); assist in culling and isolating subsets of data for production to opposing counsel (0.80); update review databases in preparation of export of documents to Skadden Arps for production (0.40); export subset of data and corresponding images for production to Skadden Arps (1.20); review export for accuracy and completeness prior to production (0.40).
10/22/14	O. Pinkas	5.10	Reviewed committee's motion to compel (.3); reviewed "Question" documents flagged by other reviewers (.6); document review (3.8); call with A. Ruegger thereon (.2); and calls with R. Ellison re: incremental production to Skadden (.2)
10/22/14	R. Ellison, Jr.	1.50	Run searches in review document repository, create production, and send to vendor Kiersted for processing.
10/22/14	A. Ruegger	4.70	Review UCC motion to compel and communications with client and O. Pinkas regarding same (1.1); continued review of documents for potential production (3.4); communications with Pinkas and client regarding residual review responsibilities (.2).
10/23/14	R. Ellison, Jr.	0.10	Assist case team with performing searches in Concordance document repository.
10/23/14	A. Ruegger	3.50	Communications with O. Pinkas regarding finishing initial review and production (.7); communications with client regarding UCC motion to compel (.4); communications with G. Martin-Singleton and client regarding client review (.4); communications with Pinkas and Martin-Singleton regarding document production issues (1.0); communications with Pinkas and client regarding deposition and preparation issues (1.0).
10/23/14	O. Pinkas	2.70	Sent documents produced to D. Aronson for review (.4); calls with debtor's counsel re: status of production and deposition of D. Aronson (.5); call with A. Ruegger re: same (.1); and document review (1.7).
10/23/14	G. Singleton	2.00	Communicate with A. Ruegger regarding documents submitted to Skadden for client review and processing specifications requested by the client (0.40); cull and isolate subset sets of data for client review (0.50); process (LAZ SKADDEN I and LAZ SKADDEN II) to .PDF for client review as per the request of A. Ruegger (0.80); review processed files for accuracy and completeness prior to submission to the client for review (0.30).

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November 17, 2014

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<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Narrative</u>
10/24/14	G. Singleton	2.20	Communicate with O. Pinkas regarding third submission to Skadden for productions (0.40); assist in culling and isolating subset of data for production to Skadden (0.70); export data and images for production to Skadden (0.50); review data for accuracy and completeness prior to attorney review and submission to co-counsel (0.40); transfer data to co-counsel (0.20).
10/24/14	O. Pinkas	0.90	Call with debtor's counsel re: deposition prep and logistics (.2); reviewed committee objections and responses to debtor's request for production (.2); coordinated client review of documents produced (.2); and calls with working group to coordinate incremental production of documents (.3).
10/24/14	A. Ruegger	1.00	Communications with O. Pinkas regarding logistics for 10/27 Aronson prep and 10/28 Aronson deposition (.3); communications with D. Aronson and Pinkas regarding production set delivery to Aronson for review (.2); communications with Pinkas, G. Martin-Singleton and client with guidance for third document production (.5).
10/25/14	A. Ruegger	1.20	Communications with O. Pinkas and G. Martin-Singleton regarding further document review (.4); review/revise document tagging for future productions (.8).
10/25/14	O. Pinkas	0.30	Emails re: document review and incremental production of documents.
10/25/14	G. Singleton	1.50	Communicate with A. Ruegger regarding fourth submission to Skadden for productions (0.10); assist in culling and isolating subset of data for production to Skadden (0.40); export data and images for production to Skadden (0.50); review data for accuracy and completeness prior to attorney review and submission to co-counsel (0.30); transfer data to co-counsel (0.20).
10/26/14	A. Ruegger	1.50	Review documents pulled by Skadden for D. Aronson prep (1.2); communications with O. Pinkas regarding same (.3).
10/27/14	A. Ruegger	4.20	Communications with client regarding processing last group of documents for review and production (.4); review press reports regarding UCC objections (.5); attend D. Aronson deposition preparation by phone (2.5); communications with Aronson and Pinkas after preparation (.3); communications with O. Pinkas and G. Martin-Singleton regarding follow-up production (.5).

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<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Narrative</u>
10/27/14	G. Singleton	2.80	Communicate with O. Pinkas regarding data management, document review processes and production specifications to the client and co-counsel (Skadden, Arps, et.al.) (0.30); assist in culling and isolating subsets of data for production to co-counsel (0.70); export data and images to forward to the co-counsel and the client (0.50); process all production volumes to Skadden to .PDF as per the request of the client (1.00); review tasks above for accuracy and completeness prior to attorney and client review (0.30).
10/27/14	O. Pinkas	8.10	Reviewed documents to be used at prep session with D. Aronson (1.3); document review (.6); prepared for deposition (2.1); D. Aronson deposition prep session (3.5); and sent remainder of documents produced to D. Aronson for review (.6).
10/27/14	J. Copeland	1.30	Review documents in connection with Creditors' Committee subpoena regarding DIP extension (1.2); email O. Pinkas re: same (.1)
10/28/14	O. Pinkas	8.40	Deposition of D. Aronson.
10/28/14	A. Ruegger	5.30	Appear by phone at D. Aronson deposition (4.3); communications with O. Pinkas and D. Aronson during breaks in deposition (.5); post-deposition summary communications with Pinkas regarding deposition events (.5).
10/29/14	A. Ruegger	2.80	Review transcripts of 10/28 Aronson deposition (2.8).
10/30/14	A. Ruegger	0.40	Review press reports regarding 10/29 court rulings and observations (.2); communication with client regarding prep for 10/31 hearing (.2).
Total Hours		112.00	
Fee Amount			\$68,620.00

TIME AND FEE SUMMARY

<u>Timekeeper</u>	<u>Rate</u>	<u>Hours</u>	<u>Fees</u>
A. Ruegger	\$830.00	37.80	\$31,374.00
O. Pinkas	\$645.00	34.60	\$22,317.00
J. Selby	\$520.00	5.80	\$3,016.00
C. White	\$355.00	6.50	\$2,307.50
J. Copeland	\$475.00	7.10	\$3,372.50

Exide Technologies

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Matter: 09722615-0066

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<u>Timekeeper</u>	<u>Rate</u>	<u>Hours</u>	<u>Fees</u>
G. Singleton	\$315.00	18.20	\$5,733.00
R. Ellison, Jr.	\$250.00	<u>2.00</u>	<u>\$500.00</u>
Totals		112.00	\$68,620.00

DISBURSEMENT DETAIL

<u>Date</u>	<u>Description</u>	<u>Amount</u>
	Document reproduction	1.80
		SUBTOTAL 1.80
10/31/2014	Outside Duplicating - - EQUIVALENT DATA (FORMERLY THE MEDLEH GROUP) Tech time for 234mb to tiff and 35mb to tiff	300.00
		SUBTOTAL 300.00
	Total Disbursements	\$301.80
	Fee Total	\$ 68,620.00
	Disbursement Total	\$ 301.80
	Invoice Total	<u>\$ 68,921.80</u>



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LAZARD FRERES & COMPANY LLC
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 NEW YORK, NY 10020

December 15, 2014

Invoice No. 1613781

Client/Matter: 09722615-0066

Exide Technologies

For Professional Services Rendered through November 30, 2014:

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Narrative</u>	
11/3/14	A. Ruegger	0.30	Review public summaries of 10/31 court rulings (.3).	
11/3/14	O. Pinkas	0.10	Docket update.	
11/5/14	A. Ruegger	0.40	Review public reports of PSA to debtor and secured creditors (.2); update client regarding case status (.2).	
11/19/14	A. Ruegger	0.10	Review public reports of debtor's plan and various parties' arguments regarding same.	
11/20/14	A. Ruegger	0.10	Review press reports regarding loss of customer Transportation America.	
Total Hours		1.00		
Fee Amount				\$811.50

TIME AND FEE SUMMARY

<u>Timekeeper</u>	<u>Rate</u>	<u>Hours</u>	<u>Fees</u>
A. Ruegger	\$830.00	0.90	\$747.00
O. Pinkas	\$645.00	0.10	\$64.50
Totals		1.00	\$811.50

DISBURSEMENT DETAIL

<u>Date</u>	<u>Description</u>	<u>Amount</u>
10/24/2014	Delivery FedEx Airbill #771618930590 10/24/14 Delivery to 980 SHERIDAN RD, GLENCOE, IL	30.79
	SUBTOTAL	30.79
10/20/2014	Meals - - SEAMLESSWEB PROFESSIONAL SOLUTIONS, LLC T. WHITE	23.53
	SUBTOTAL	23.53
	Total Disbursements	\$54.32



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January 9, 2015

Invoice No. 1616606

Client/Matter: 09722615-0066

Exide Technologies

For Professional Services Rendered through December 31, 2014:

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Narrative</u>	
12/2/14	A. Ruegger	0.20	Review public reports of (1) ad hoc equity committee brief seeking official committee formation and related valuation and (2) LA City and County objection to Vernon settlement.	
12/10/14	A. Ruegger	0.10	Review public reports of debtor's revised projections.	
Total Hours		0.30		
Fee Amount				\$249.00

TIME AND FEE SUMMARY

<u>Timekeeper</u>	<u>Rate</u>	<u>Hours</u>	<u>Fees</u>
A. Ruegger	\$830.00	<u>0.30</u>	<u>\$249.00</u>
Totals		0.30	\$249.00
Fee Total	\$	249.00	
Invoice Total	\$	<u>249.00</u>	



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February 18, 2015

Invoice No. 1626478

Client/Matter: 09722615-0066

Exide Technologies

For Professional Services Rendered through January 31, 2015:

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Narrative</u>
1/13/15	A. Ruegger	0.10	Review press reports of amended plan support agreement.
1/14/15	A. Ruegger	0.50	Review Committee document requests to debtor and Lazard (.4); communications with client regarding same (.1).
1/20/15	A. Ruegger	2.10	Review public reports of objections to disclosure statement and scheduling of hearing on same (.1); communications with Skadden (3x), client and O. Pinkas (2x) regarding discovery required (1.0); communication with O. Pinkas regarding each response to Creditor Committee requests (.3); prepare proposed search terms and forward to client (.5); meeting with O. Pinkas regarding email search process (.2).
1/20/15	O. Pinkas	0.80	Emails re: discovery (.4); and conference with A. Ruegger on document review for 2/2 hearing (.4).
1/21/15	O. Pinkas	1.00	Reviewed and considered emails relating to document review.
1/21/15	A. Ruegger	0.20	Communications with client and O. Pinkas regarding status of collection of responsive emails.
1/22/15	A. Ruegger	0.30	Communications with client and O. Pinkas regarding status of collection efforts at client.
1/23/15	A. Ruegger	0.80	Communications with G. Singleton, K. Nugent (outside vendor) and O. Pinkas and outside vendor regarding terms of emergency upload and review.
1/23/15	O. Pinkas	1.50	Email working group re: conference to discuss document review and including materials for review (.5); conference with working group re: same (.3); call with G. Martin on review and production specifications (.2); and emails re: searches and upload of documents to vendor and to Dentons (.5).
1/23/15	G. Singleton	2.80	Communicate with O. Pinkas and review processing guidelines and specifications for processing documents to be sent to Skadden (0.60); draft processing specifications (1.30) and correspondence with ediscovery processing vendor confirming data specifications and data culling for attorney review (0.90).
1/23/15	C. White	1.30	Work on preparation for document review by conferring with O. Pinkas and analyzing document requests and agreements

Exide Technologies

February 18, 2015

Matter: 09722615-0066
Invoice No.: 1626478

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Narrative</u>
1/24/15	G. Singleton	3.00	Communicate with O. Pinkas regarding data management and document review processes within the review database (0.40); update Concordance and IPRO databases (1.10); upload data into the review databases and review data for accuracy and completeness prior to attorney review (1.50).
1/24/15	O. Pinkas	0.20	Emails re: status of document processing by vendor and upload to Dentoris.
1/24/15	A. Ruegger	0.40	Communications with G. Singleton regarding status of upload of records to Concordance and IPRO platforms.
1/25/15	J. Copeland	1.90	Review documents in connection with Exide PSA and BCA (1.8); emails regarding same (.1).
1/26/15	G. Singleton	2.90	Communicate with O. Pinkas and A. Ruegger regarding data management (0.50); assist with database management and database support (0.60); assist in culling and isolating subsets of data for production to Skadden, Arps (1.10); correspondence with ediscovery processing vendor for Skadden, Arps regarding data submissions for production (0.70).
1/26/15	O. Pinkas	1.00	Second level document review re UCC requests on BCA/PSA.
1/26/15	A. Ruegger	1.50	Spot-check documents tagged for forwarding to Skadden vendor (1.2); review public reports of today's court teleconference (.1); communications with G. Singleton and O. Pinkas regarding completion of delivery (.2).
1/28/15	A. Ruegger	0.10	Communication with client regarding status of document production.
Total Hours		22.40	
Fee Amount			\$12,785.00

TIME AND FEE SUMMARY

<u>Timekeeper</u>	<u>Rate</u>	<u>Hours</u>	<u>Fees</u>
A. Ruegger	\$830.00	6.00	\$4,980.00
O. Pinkas	\$750.00	4.50	\$3,375.00
C. White	\$410.00	1.30	\$533.00
J. Copeland	\$540.00	1.90	\$1,026.00
G. Singleton	\$330.00	<u>8.70</u>	<u>\$2,871.00</u>
Totals		22.40	\$12,785.00

Exide Technologies

February 18, 2015

Matter: 09722615-0066
Invoice No.: 1626478

Fee Total \$ 12,785.00

Invoice Total \$ 12,785.00



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April 10, 2015

Invoice No. 1637713

Client/Matter: 09722615-0066

Exide Technologies

For Professional Services Rendered through March 31, 2015:

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Narrative</u>	
3/25/15	A. Ruegger	2.30	Communications with client regarding declaration, expert report and testimony of D. Aronson (.9); review D. Aronson declaration (1.4).	
3/26/15	A. Ruegger	1.00	Review D. Aronson expert report (.5); communications with D. Aronson regarding 03/27 testimony (.2); review final Aronson Declaration (.3).	
Total Hours		3.30		
Fee Amount				\$2,739.00

Exide Technologies

April 10, 2015

Matter: 09722615-0066
 Invoice No.: 1637713

TIME AND FEE SUMMARY

<u>Timekeeper</u>	<u>Rate</u>	<u>Hours</u>	<u>Fees</u>
A. Ruegger	\$830.00	3.30	\$2,739.00
Totals		3.30	\$2,739.00

DISBURSEMENT DETAIL

<u>Date</u>	<u>Description</u>	<u>Amount</u>
2/25/2015	Outside Professional Services - - EQUIVALENT DATA (FORMERLY THE MEDLEH GROUP) NeedleFinder GB Hosted	45.60
1/31/2015	Outside Professional Services - - EQUIVALENT DATA (FORMERLY THE MEDLEH GROUP) Lab hourly - tech time	300.00
	SUBTOTAL	345.60
	Total Disbursements	\$345.60
	Fee Total	\$ 2,739.00
	Disbursement Total	\$ 345.60
	Invoice Total	<u>\$ 3,084.60</u>