

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

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In re:	:	Chapter 11
	:	
EXIDE TECHNOLOGIES,	:	Case No.: 13-11482 (KJC)
	:	
Debtor. <sup>1</sup>	:	Hrg. Date: April 1, 2014 at 10:00 a.m. (Eastern)
	:	Obj. Due: March 25, 2014 at 4:00 p.m. (Eastern)
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**DEBTOR’S APPLICATION PURSUANT TO 11 U.S.C. §§ 327(e)  
AND 328(a), FED. R. BANKR. P. 2014(a), AND DEL. BANKR. L.R. 2014-1  
FOR ENTRY OF AN ORDER AUTHORIZING EMPLOYMENT AND  
RETENTION OF KING & SPALDING LLP AS SPECIAL ANTITRUST  
COUNSEL TO THE DEBTOR *NUNC PRO TUNC* TO FEBRUARY 20, 2014**

Exide Technologies (“**Debtor**”) hereby files this application (“**Application**”) for entry of an order pursuant to sections 327(e) and 328(a) of title 11 of the United States Code (“**Bankruptcy Code**”), Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (“**Bankruptcy Rules**”), and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (“**Local Bankruptcy Rules**”), authorizing the employment of King & Spalding LLP (“**K&S**”) as special antitrust counsel to the Debtor *nunc pro tunc* to February 20, 2014.<sup>2</sup> In support of the Application, the Debtor relies upon and incorporates by reference the *Declaration of Wendy Huang Waszmer in Support of Debtor’s Application*, attached hereto as Exhibit “A” (“**Waszmer Declaration**”). In further support of the Application, the Debtor respectfully represents:

<sup>1</sup> 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.

<sup>2</sup> It should be noted that K&S has previously been retained by the Debtor as an ordinary course professional in connection with certain environmental matters.

## **JURISDICTION AND VENUE**

1. This Court has jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b)(2). Venue of this case and the Application in this District is proper under 28 U.S.C. §§ 1408 and 1409.

2. The legal predicates for the relief requested herein are sections 327(e) and 328(a) of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Bankruptcy Rule 2014-1.

3. Pursuant to the Local Bankruptcy Rules, the Debtor consents to the entry of a final judgment or order with respect to the Application if it is determined that this Court would lack Article III jurisdiction to enter such final order or judgment absent the consent of the parties.

## **BACKGROUND**

### **A. The Debtor's Chapter 11 Case**

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

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

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

### **B. The Debtor's Business**

7. The Debtor, together with its direct and indirect subsidiaries (collectively, the "**Company**"), has operations in more than 80 countries, is a global leader in stored electrical energy solutions, and one of the world's largest producers and recyclers of lead-acid batteries.

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

#### **RELIEF REQUESTED**

9. By the Application, the Debtor seeks entry of an order pursuant to sections 327(e) and 328(a) of the Bankruptcy Code authorizing the Debtor to employ and retain K&S, *nunc pro tunc* to February 20, 2014, in accordance with the provisions of that certain letter of engagement by and between K&S and the Debtor, dated as of February 20, 2014, a copy of which is attached hereto as Exhibit “B” (“**Engagement Agreement**”), as the Debtor's special antitrust counsel to perform legal services attendant to antitrust matters in connection with the Chapter 11 Case. For the reasons set forth herein, the relief requested is in the best interest of the Debtor and its estate, and therefore, should be granted.

#### **K&S RETENTION**

10. As more fully explained in the Waszmer Declaration, on February 20, 2014, the Debtor retained, subject to Court approval, K&S pursuant to the Engagement Agreement to provide antitrust counseling, including advising the Debtor with respect to the *Application of the Official Committee of Unsecured Creditors regarding the Employment and Retention of an Economic Consultant*, dated January 27, 2014 [Dkt. No. 1272], and any investigation connected

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<sup>3</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

to such economic consultant application in this case. K&S is a leading law firm in the area of antitrust cartel investigations, among many other practices. Antitrust attorneys in K&S's antitrust practice group have been involved in virtually all of the significant antitrust cartel cases over the past decade, including most of the major antitrust cases brought by the U.S. Department of Justice and other federal agencies. The services to be provided by K&S relating to the antitrust matters are collectively referred to herein as the "Services."

11. The Debtor requires and will continue to require the Services during the Chapter 11 Case. No other law firm is providing the Debtor with the Services with respect to antitrust matters described above and in the Waszmer Declaration.

12. If the Debtor was required to retain counsel other than K&S during any such investigation, the Debtor and its estate would lose the benefit of K&S's experience and expertise on antitrust matters. Accordingly, it is in the best interests of the Debtor and its estate to retain K&S.

#### **PROFESSIONAL COMPENSATION**

13. K&S intends to seek compensation for services rendered and expenses incurred in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, any applicable Orders of the Court, and the U.S. Trustee Guidelines ("Fee Guidelines").

14. Subject to the Fee Guidelines, the Debtor proposes to compensate K&S for the Services rendered at K&S's hourly rates that are in effect from time to time, as set forth in the Waszmer Declaration, and to reimburse K&S according to its customary reimbursement policies. The Debtor respectfully submits that K&S's rates and policies, as stated in the Waszmer Declaration, are reasonable.

**NO ADVERSE INTEREST**

15. To the best of the Debtor's knowledge, and based upon the Waszmer Declaration, K&S does not represent or hold any interest adverse to the Debtor or its estate with respect to the matters on which K&S is to be employed. Further, to the best of the Debtor's knowledge and based on the Waszmer Declaration, K&S does not represent any creditor or other parties in interest in any matter adverse to the Debtor or the estate with respect to the matters on which K&S is to be employed. K&S has agreed to conduct an ongoing review of its files to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new facts or circumstances are discovered, K&S will supplement its disclosure to the Court.

**NOTICE**

16. Notice of the Application will be given to: (i) the U.S. Trustee; (ii) counsel to the agent under the debtor in possession financing; (iii) counsel to the agent for the Debtor's prepetition secured lenders; (iv) the indenture trustee for each of the Debtor's secured and unsecured outstanding bond issuances; (v) counsel to the unofficial committee of senior secured noteholders; (vi) counsel to the Creditors' Committee; and (vii) all parties entitled to notice pursuant to Bankruptcy Rule 2002.

17. The Debtor submits that no other or further notice need be provided.

**NO PREVIOUS REQUEST**

18. No previous request for the relief sought herein has been made by the Debtor to this Court or any other court.

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

Dated: March 11, 2014

EXIDE TECHNOLOGIES

/s/ Phillip A. Damaska

Name: Phillip A. Damaska

Title: Executive Vice President and  
Chief Financial Officer

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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In re: : Chapter 11  
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EXIDE TECHNOLOGIES, : Case No.: 13-11482 (KJC)  
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Debtor.<sup>1</sup> : Hrg. Date: April 1, 2014 at 10:00 a.m. (Eastern)  
: Obj. Due: March 25, 2014 at 4:00 p.m. (Eastern)  
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**NOTICE OF DEBTOR’S APPLICATION PURSUANT TO 11 U.S.C. §§ 327(e)  
AND 328(a), FED. R. BANKR. P. 2014(a), AND DEL. BANKR. L.R. 2014-1  
FOR ENTRY OF AN ORDER AUTHORIZING EMPLOYMENT AND  
RETENTION OF KING & SPALDING LLP AS SPECIAL ANTITRUST  
COUNSEL TO THE DEBTOR *NUNC PRO TUNC* TO FEBRUARY 20, 2014**

PLEASE TAKE NOTICE that the Debtor and Debtor in Possession in the above-captioned case (“**Debtor**”) filed today the *Application Pursuant To 11 U.S.C. §§ 327(e) and 328(a), Fed. R. Bankr. P. 2014(a), And Del. Bankr. L.R. 2014-1 for Entry of an Order Authorizing Employment and Retention of King & Spalding LLP as Special Antitrust Counsel to The Debtor Nunc Pro Tunc to February 20, 2014* (the “**Application**”).

PLEASE TAKE FURTHER NOTICE that a hearing on the Application will be held on **April 1, 2014 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 Court for the District of Delaware (“**Bankruptcy Court**”), 824 Market Street, Wilmington, Delaware 19801, and served so as to be received by the following parties no later than **March**

<sup>1</sup> 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.

**25, 2014 at 4:00 p.m. (Eastern):** the (i) Applicant, King & Spalding LLP, 1185 Avenue of the Americas, New York, New York 10036, Attn: Arthur Steinberg, Esq.; (ii) the Debtors: Exide Technologies, 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004, Attn: Phillip A. Damaska; (iii) co-counsel to the Debtors: Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17<sup>th</sup> Floor, Wilmington Delaware 19801, Attn: Laura Davis Jones, Esq; (iv) the Office of the United States Trustee: United States Trustee's Office, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Mark Kenney, Esq.; (v) counsel to the Official Committee of Unsecured Creditors: (a) Lowenstein Sandler LLP, 65 Livingston Avenue, Roseland, New Jersey 07068, Attn: Sharon L. Levine, Esq. and (b) Morris, Nichols, Arsht & Tunnell LLP, 1201 N. Market Street, Suite 1600, Wilmington, Delaware 19801, Attn: Robert J. Dehney, Esq.; (vi) counsel to the Agent under the Debtor in Possession Financing: (a) Davis, Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Damian S. Schaible, Esq. and (b) Richards, Layton & Finger, P.A., One Rodney Square, 920 N. King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins, Esq.; (vii) counsel to the Agent for the Debtor's Prepetition Secured Lenders: (a) Greenberg Traurig, LLP, 3333 Piedmont Road NE, Suite 2500, Atlanta, Georgia 30305, Attn: David B. Kurzweil, Esq. and (b) Greenberg Traurig, LLP, 1007 N. Orange St., Suite 1200, Wilmington, Delaware 19801, Attn: Dennis A. Meloro, Esq.; (viii) counsel to the Unofficial Committee of Senior Secured Noteholders: (a) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Alice Belisle Eaton, Esq. and (b) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Pauline K. Morgan, Esq.; (ix) the Indenture Trustee for the Debtor's Secured Bond Issuances: Wells Fargo Bank, N.A., 7000 Central Parkway NE, Suite 550, Atlanta, Georgia 30328, Attn: Corporate Trust Services- Exide Technologies; and (x) the Indenture Trustee for the Debtor's

Unsecured Bond Issuances: U.S. Bank Corporate Trust Services, Global Corporate Trust Services, 60 Livingston Avenue, EP-MN-WSID, St. Paul, Minnesota 55107, Attn: Cindy Woodward.

**IF YOU FAIL TO RESPOND OR OBJECT IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.**

A HEARING ON THE APPLICATION WILL BE HELD BEFORE THE HONORABLE KEVIN J. CAREY, UNITED STATES BANKRUPTCY COURT JUDGE, AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, 5TH FLOOR, COURTROOM NO. 5, WILMINGTON, DELAWARE 19801 ON **APRIL 1, 2014 AT 10:00 A.M. PREVAILING EASTERN TIME.**

Dated: March 11, 2014

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Laura Davis Jones

Laura Davis Jones (Bar No. 2436)

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

919 North Market Street, 17th Floor

P.O. Box 8705

Wilmington, DE 19899-8705 (Courier 19801)

Telephone: (302) 652-4100

Facsimile: (302) 652-4400

Email: [ljones@pszjlaw.com](mailto:ljones@pszjlaw.com)

[joneill@pszjlaw.com](mailto:joneill@pszjlaw.com)

Special Conflicts Counsel for the Debtor and  
Debtor in Possession

# **EXHIBIT A**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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In re: : Chapter 11  
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EXIDE TECHNOLOGIES, : Case No.: 13-11482 (KJC)  
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Debtor. :  
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**DECLARATION OF WENDY HUANG WASZMER IN SUPPORT OF  
DEBTOR’S APPLICATION PURSUANT TO 11 U.S.C. §§ 327(e)  
AND 328(a), FED. R. BANKR. P. 2014(a), AND DEL. BANKR. L.R. 2014-1  
FOR ENTRY OF AN ORDER AUTHORIZING EMPLOYMENT AND  
RETENTION OF KING & SPALDING LLP AS SPECIAL ANTITRUST  
COUNSEL TO THE DEBTOR *NUNC PRO TUNC* TO FEBRUARY 20, 2014**

Wendy Huang Waszmer makes this Declaration under 28 U.S.C. § 1746:

1. I am a partner at the law firm of King & Spalding LLP (“**K&S**”) and am admitted to practice before the courts of New York and Washington D.C. I am familiar with K&S’s retention by Exide Technologies, the above-referenced debtor and debtor in possession (“**Debtor**”), and the matters discussed in this Declaration.

2. I am duly authorized to make this Declaration on behalf of K&S. I make this Declaration in support of the Debtor’s Application (“**Application**”) for entry of an order pursuant to sections 327(e) and 328(a) of the Bankruptcy Code,<sup>1</sup> Bankruptcy Rule 2014(a), and Local Bankruptcy Rule 2014-1, authorizing the employment of K&S as special antitrust counsel to the Debtor *nunc pro tunc* to February 20, 2014.<sup>2</sup>

3. The statements set forth below are based upon my personal knowledge, discussions with other partners and associates of K&S, and records maintained by K&S reviewed by myself or by personnel of K&S acting under my supervision and direction.

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.  
<sup>2</sup> It should be noted that K&S has previously been retained by the Debtor as an ordinary course professional in connection with certain environmental matters.

**RETENTION OF K&S AS SPECIAL ANTITRUST COUNSEL FOR THE DEBTOR**

4. On February 20, 2014, the Debtor, subject to Court approval, retained K&S pursuant to the Engagement Agreement to provide antitrust counseling, including advising the Debtor with respect to the *Application of the Official Committee of Unsecured Creditors regarding the Employment and Retention of an Economic Consultant*, dated January 27, 2014 [Dkt. No. 1272], and any investigation connected to the economic consultant application in this case. K&S has offices in the United States and worldwide, including in Atlanta, Washington, D.C., and New York. K&S is a leading law firm in the area of antitrust cartel investigations, among many other practices.

5. I am one of the partners in the firm's antitrust group who has represented entities in antitrust and other government investigations into financial markets. I have significant experience in this area as a result of my prior service in the U.S. Department of Justice. I have supervised and led antitrust investigations focused on price-fixing and manipulation of financial markets while employed by the U.S. Department of Justice's Antitrust Division as an Assistant Chief in the New York Field Office, and prior to that as Counsel to the Assistant Attorney General for the Antitrust Division. Antitrust attorneys in K&S's antitrust practice group have been involved in virtually all of the significant antitrust cartel cases over the past decade, including most of the major antitrust cases brought by the U.S. Department of Justice and other federal agencies. The services to be provided by K&S relating to the antitrust matters are collectively referred to herein as the "Services."

6. The Services would include, in the first instance, designing, with the assistance of an economic consultant, a concrete investigatory plan to efficiently determine whether the Debtor or any of its affiliates could have sustained damage based on lead pricing activities. As such, the investigation is a damages inquiry, not an investigation into liability of any particular

party. Any investigatory plan implemented by K&S would not aim to establish antitrust or other violations by particular parties. Instead, the focus of the lead pricing investigation would be whether there has been a price effect in lead that suggests market manipulation (by any party) during the relevant time period, and whether the Debtor itself has made purchases that may have been impacted by such price effects.

7. Antitrust investigations into financial markets price-fixing and manipulation can involve many years and review of voluminous records, and an investigation of that length and scope may be impacted by the Debtor's Chapter 11 case. Accordingly, K&S has been asked to work with an economic consultant and interface with the Committee to assess at each investigatory stage whether there is sufficient information to proceed forward to the next stage. These stages may include the following: (i) analysis of identifiable lead market data sets to determine whether lead pricing in the relevant period was supracompetitive, *i.e.*, higher than what market prices should have been based on supply/demand factors; (ii) reviewing and analyzing information relating to the Debtor's lead acquisitions in the United States during the relevant period; (iii) assessment of lead purchases made by non-Debtor subsidiaries outside of the U.S. and whether any overcharges could be recovered in private actions in the United States; and (iv) quantification of any overcharge that can be recovered in U.S. litigation. A staged process is more likely to strike an effective cost-benefit analysis that serves to protect the interests of the Debtor and its estate.

8. The Debtor will require the Services during the Chapter 11 Case. No other law firm is providing the Debtor with the Services.

9. If the Debtor were required to retain counsel other than K&S during such investigation, the Debtor and its estate would lose the benefit of K&S's considerable experience

and expertise in antitrust matters. Accordingly, it is in the best interests of the Debtor and its estate to retain K&S.

#### **K&S'S CONFLICTS CHECK PROCEDURES**

10. K&S's conflicts database includes matters on which K&S is or at one time was retained and, in each instance, to the extent known, includes the identity of related and adverse parties. K&S regularly updates this database. The conflicts checking system reviews the firm's conflicts database for all active client matters. If a client is inactive, the system provides all matters closed within the past two years.

11. In connection with its proposed retention by the Debtor, K&S undertook to determine whether it had any conflicts or other connections that might cause it to hold or represent an interest adverse to the Debtor with respect to the matters on which K&S is to be employed. K&S obtained from the Debtor a conflicts checklist with names of individuals and entities that should be searched in K&S's conflicts database ("**Potential Parties in Interest**"), a copy of which is annexed hereto as Schedule 1.

12. In preparing this Declaration, I and others at K&S have reviewed Schedule 1. K&S does not represent any Potential Parties in Interest adverse to the Debtor in any matter in respect of the Services to be provided to the Debtor. K&S regularly represents certain Potential Parties in Interest in matters unrelated to the Debtor.

#### **PROFESSIONAL COMPENSATION OF K&S**

13. Subject to the Court's approval, K&S will charge for its services on an hourly basis in one-tenth hour (.1) increments, in accordance with its hourly rates in effect on the date Services are rendered. K&S's current range of standard hourly rates, subject to change from time to time, are \$480 to \$1,150 for partners, \$360 to \$1,085 for counsel and senior attorneys, \$295 to \$765 for associates, and \$160 to \$326 for paraprofessionals. K&S also intends to seek

reimbursement for reasonable expenses incurred in connection with its representation of the Debtor. K&S does not hold a retainer from the Debtor.

14. K&S intends to seek compensation in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, any applicable Orders of the Court, and the Fee Guidelines.

15. No promises have been received by K&S, or any partner, counsel or associate of K&S, as to payment or compensation in connection with the Chapter 11 Case other than in accordance with the provisions of the Fee Guidelines.

16. K&S has not shared or agreed to share any of its compensation from the Debtor with any other person, other than with partners, counsel, associates or other employees of K&S as permitted by section 504 of the Bankruptcy Code.

17. Based on the foregoing, neither K&S nor any partner, counsel or associate thereof, including myself, insofar as I have been able to ascertain, represents any adverse interest to the Debtor in connection with matters upon which K&S is to be employed.

18. To the extent that K&S discovers any facts bearing on matters described herein, K&S will supplement the information contained in this Declaration.

I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Executed this 11 day of March, 2014.

  
Wendy Huang Waszmer

**SCHEDULE 1 TO WASZMER DECLARATION**

**Debtor**

Exide Technologies

**Non-Debtor Subsidiaries**

AIM Munchen GmbH  
CMP Batteries Pensions Limited  
Cooperatie Exide Europe U.A.  
Dixie Metals Company  
EH International, LLC  
Euro Exide Corporation Limited  
Exide Al Dobowi  
Exide Australia PTY Limited  
Exide de Mexico, S. de R.L. de C.V.  
Exide Delaware, LLC  
Exide do Brasil, Lds  
Exide Global Holding Netherlands C.V.  
Exide Holding Asia PTE Limited  
Exide Holding Europe SAS (EHE)  
Exide Holding Netherlands B.V.  
Exide Illinois, inc.  
Exide Manx Limited  
Exide Singapore PTE Limited  
Exide Slovakia S.R.O.  
Exide Technologies (Shanghai) Company Limited  
Exide Technologies (Transportation) Limited  
Exide Technologies A/S  
Exide Technologies AB  
Exide Technologies AS  
Exide Technologies BV  
Exide Technologies Canada Corporation  
Exide Technologies Defense A/S  
Exide Technologies Electronica S.L.  
Exide Technologies GmbH  
Exide Technologies GmbH  
Exide Technologies Lda  
Exide Technologies Limited  
Exide Technologies OY  
Exide Technologies Plastics  
Exide Technologies Recycling II Lda  
Exide Technologies Recycling S.L.  
Exide Technologies S.A. sp.k.  
Exide Technologies S.R.L.  
Exide Technologies SAS  
Exide Technologies SAU

Exide Technologies, LLC  
Exide Technologies, SA  
Exide Transportation Holding Europe, S.L.  
Gestao E Valorizacao de Baterias, Lda.  
GNB Battery Technologies Japan, Inc.  
GNB Industrail Power Ltd.  
GNB Technologies (China) Limited  
GNB Technologies (India) Private Limited  
Hagen Batterie AG  
JLLC Exide Technologies  
Polesskie Akkumulatory Ltd  
RBD Liquidation, LLC  
Refined Metals Corporation  
Tudor India Limited

**Committee of Unsecured Creditors**

Esopus Creek Value Series Fund LP  
HCL America, Inc.  
Pension Benefit Guaranty Corporation  
Richardson Molding, Inc.  
Transervice Logistics, Inc.  
U.S. Bank N.A.  
United Steelworkers

**Debtor's Major Competitors**

C&D Technologies  
Crown Battery, Inc.  
Delphi Automotive Systems  
East Penn Manufacturing  
EnerSys, Inc.  
GS/Yuasa  
Hoppecke  
Johnson Controls, Inc.  
MIDAC  
Shinkobe

**Indenture Trustees**

U.S. Bank National Association  
Wells Fargo Bank, National Association

**Known Equity Holders**

AQR Capital Management LLC  
Beddow Capital Management, Inc.  
BlackRock Fund Advisors

Credit Suisse Securities (USA) LLC (broker)  
Dimensional Fund Advisors, Inc.  
DNB Asset Management AS  
Elliott Management Corp.  
Fidelity Management & Research Co.  
Global X Management Co. LLC  
ICM Asset Management, Inc.  
Kennedy Capital Management, Inc.  
New Generation Advisors LLC  
Norges Bank Investment Management  
Northern Trust Investments  
Paradigm Capital Management, Inc.  
Portolan Capital Management LLC  
SSgA Funds Management, Inc.  
Tahithromos LLC  
The California Public Employees Retirement System  
The Vanguard Group, Inc.  
Tontine Associates LLC

Parties to Registration Rights Agreement and Rights Agreements

American Stock Transfer & Trust Company, LLC  
Arklow Capital, LLC  
Deutsche Bank Securities Inc.  
Legg Mason Investment Trust, inc.  
Tontine Capital Overseas Master Fund, L.P.  
Tontine Capital Partners, L.P.  
Tontine Overseas Associates, L.L.C.  
Tontine Partners, L.P.

Transfer Agents

American Stock Transfer & Trust Company, LLC

**Top 30 Unsecured Creditors**

Accuma Corporation  
ACE Insurance Company  
AFCO  
Advanced Constructors Corp.  
Aerotek, Inc.  
Applied Industrial Technologies  
Argonaut Insurance Company  
BT Americas Inc.  
Copperfab Inc  
Cornerstone Industrial Services, Inc.  
Coyote Logistics  
Dell Computer  
Doe Run Company

Elk Environmental Services  
Ferro Magnetics  
FMC Wyoming Corporation  
Grafika  
HCL America Inc  
Heritage Environmental Services  
Hollingsworth & Vose  
Hydra-Matic Packing Company Incorporated  
Industrial Accessories Company  
IQTV, Inc. D/B/A/ IQ  
ITG, LLC  
Jones Day  
Marsh, Inc.  
Oracle Credit Corporation  
Pension Benefit Guaranty Corporation  
R&L Carriers  
Remediation Services Inc.  
Resources Alloys & Metals Inc.  
Richardson Molding Incorporated  
Sebang Global Battery Co. Ltd.  
Seibel Modern Mfg. & Welding  
Simons Trucking  
Tristar Risk Enterprise Management  
Tulip Corporation  
U.S. Bank National Association  
Uni-Select USA  
Vanfab Inc  
Velocity Technology Solutions  
Westar Energy

**Other Parties Suggested by Creditors Committee**

Goldman Sachs Group, Inc.  
Metro International Trade Services LLC  
Glencore Xstrata, Inc.  
Glencore Xstrata, PLC  
Henry Bath, LLC  
Henry Bath & Son Ltd.  
JP Morgan Chase & Co.  
The London Metal Exchange Ltd.  
GS Power Holdings, LLC  
Pacorini Metals USA LLC  
Johnson Controls, Inc.  
Eco-Bat Technologies  
Recylex  
Campine Recycling a/k/a Campine NV  
Trafigura

# **EXHIBIT B**

**KING & SPALDING LLP**

King & Spalding LLP  
1185 Avenue of the Americas  
New York, New York 10036  
Direct Dial: (212) 556-2100  
Direct Fax: (212) 556-2222

Wendy Huang Waszmer  
Partner  
Direct Dial: (212) 556-2124  
Direct Fax: (212) 556-2222  
wwaszmer@kslaw.com

February 20, 2014

Ms. Barbara A. Hatcher  
Executive Vice President and General Counsel  
Exide Technologies  
13000 Deerfield Parkway, Bldg. 200  
Alpharetta, GA 30004

**Re: Agreement For Legal Services**

Dear Ms. Hatcher:

We are pleased that you have asked King & Spalding LLP (the "firm") to serve as your counsel. This letter will confirm our discussions with you about your engagement of the firm and the basis on which the firm will provide its legal services. If you have questions about these provisions or would like to discuss possible modifications, please call me. If you are in agreement, please return a countersigned copy of this letter to me.

1. *Client; Scope of Representation.* The firm's client in this matter will be Exide Technologies and those subsidiaries that the firm advises in connection with antitrust counseling ("you"). The firm will be engaged to provide antitrust counseling and consultation, including consultation with economic experts, regarding potential third party anti-competitive activities in the context of Exide Technologies' Chapter 11 proceeding pending in the U.S. Bankruptcy Court for the District of Delaware. The firm is not being retained at this time to represent Exide Technologies in filing any civil action or other claim for damages against any entity. You may limit or expand the scope of the firm's representation, but the firm must agree to any substantial expansion. The firm's retention will be subject to approval of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") in which Exide's chapter 11 is pending pursuant to sections 327(e) and 328(a) of the Bankruptcy Code and applicable Delaware local rules.

2. *Term of Engagement.* Either you or the firm may terminate the engagement at any time for any reason by written notice, subject on the firm's part to applicable rules of professional conduct. If the firm terminates the engagement, the firm will take such steps as are reasonably practicable to protect your interests in the matter. If you request, the firm will suggest possible successor counsel. If permission for the firm to withdraw is required by a court or other

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February 20, 2014  
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tribunal, the firm will promptly apply for permission, and you agree to engage successor counsel to represent you and not to oppose the firm's application to withdraw.

Unless previously terminated, the firm's representation of you in this matter will terminate when the firm sends you its final statement for services in this matter. Following termination, otherwise nonpublic information you have supplied to the firm that has been retained by the firm will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon payment of outstanding fees and costs. The firm will retain its own files, including lawyer work product, pertaining to the matter. All documents retained by the firm will be transferred to the person responsible for administering the firm's records retention program. You agree that, to reduce unnecessary storage expenses and for other reasons, the firm may destroy or otherwise dispose of any documents or other materials retained by the firm a reasonable time after termination of this engagement and prior written notice to you.

You are engaging the firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in applicable laws or regulations that could have an impact upon your rights and liabilities. You agree that, unless you actually engage the firm after the completion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future developments.

3. *Fees and Expenses.* The firm's fees will be based primarily on the billing rate for each attorney and legal assistant devoting time to this matter.

**Wendy Huang Waszmer \$685/hour**

The firm's billing rates for attorneys currently range from \$295 per hour for new associates to \$1,120 for senior partners, and time devoted by paralegals is charged at billing rates from \$ 160 to \$ 279 per hour. These billing rates are subject to change from time to time after prior written notice to you. Other factors may be taken into consideration in determining the firm's fees including the responsibility assumed, the novelty and difficulty of the legal problem involved, particular experience or knowledge provided, time limitation imposed by the client or the transaction, the benefit resulting to the client, and unforeseen circumstances arising in the course of the firm's representation.

The firm's statements will include separate charges for expenses in performing its services, such as photocopying, messenger and delivery service, computerized research, travel, long-distance telephone and telecopy, word processing, and search and filing fees. Fees and expenses of others, such as consultants, appraisers, and local counsel, generally will be billed directly to you by the provider.

Statements normally will be rendered monthly for work performed and expenses posted the previous month. Payment is due promptly upon receipt of the firm's statement. If any statement remains unpaid for more than 90 days, you agree that the firm may cease performing services for you or withdraw from the engagement unless arrangements satisfactory to the firm are made for payment of outstanding statements and future fees and expenses.

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The fees and costs relating to this matter are not predictable and the firm has not made a commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. [The firm will, if you wish, prepare an estimate or budget for its work on this matter. You understand that estimates and budgets are uncertain and are not guarantees.] You agree that payment of the firm's fees and costs is not contingent on the ultimate outcome of the matter. Payment of the firm's fees and expenses will be subject to the professional compensation orders in effect in Exide's chapter 11 case and to the approval of the Bankruptcy Court.

4. *Client Responsibilities.* You agree to cooperate fully with us and provide promptly all information known and available to you relevant to the engagement and to cooperate with the firm in complying with any regulatory or compliance obligations relating to the engagement. You also agree to pay the firm's statements for services and expenses in accordance with paragraph 3 [and paragraph 4 *[if applicable]*].

In accordance with ABA guidance, the firm advises that communications between client and clients' representatives and their lawyers that may be lawfully accessed by third parties, such as hotel, home, or other public servers to which others may have rights of access, can jeopardize confidentiality, attorney/client privilege, and work product protection. The firm encourages you to assure that secure methods are used for all communications of confidential information.

5. *Conflicts.* As we have discussed, you are aware that the firm has a diverse practice and represents many other companies and individuals, including some in your industry. During the time the firm is representing you, some of the firm's present or future clients may have disputes or transactions with you. The firm will not accept an engagement for another client that is substantially related to its engagements for you without your prior consent. If the firm accepts an unrelated engagement adverse to you, whether involving advice, a transaction, litigation, arbitration, or otherwise, the firm will only do so if it has concluded that it can represent your and the other client's interests without a diminution in its vigor on behalf of either client, and the firm will take appropriate steps to protect all confidential information provided by and to each client, in order to avoid the risks of diminished loyalty or compromised confidences. You agree that, on these terms, the firm may continue or undertake in the future to represent existing or new clients in any matter that is not substantially related to the firm's work for you even if the interests of such clients in those other matters are directly adverse to yours. The firm seeks similar agreements from many other clients to preserve the firm's ability to represent you.

You agree that the firm's representation of you in this matter above does not give rise to an attorney-client relationship between the firm and any of your parent, subsidiary, or affiliated companies or individuals unless they are named in paragraph 1 and that representing you does not create a conflict of interest with any such non-represented entities or individuals in the event the firm represents other clients adversely to them. You also agree that the firm will not be given any confidential information about any such non-represented entities or individuals.

When issues arise concerning the firm's professional duties and rights, including those involving professional liability and professional conduct, King & Spalding may seek confidential advice from internal King & Spalding lawyers with responsibility or expertise in the areas in

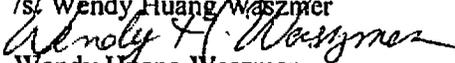
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question, and in some instances from outside counsel as well. In such circumstances, some courts have concluded that a conflict of interest arises between a law firm and its client, or have declined to recognize the law firm's communications as privileged or protected from disclosure to the client or former client. The firm believes for several reasons recognized by courts and commentators it is in its and its clients' interest for the firm to receive expert and confidential legal advice regarding its professional duties and rights in such circumstances without first having to terminate its engagement with the client. You consent to the firm seeking and receiving such confidential advice and each agrees not to assert and waives any right to learn the content of such confidential advice and consents to the firm seeking and receiving such advice to the extent that the seeking of such advice about any actual or potential professional liability, professional conduct, or other claim might be considered a conflict of interest or other breach of a duty.

This letter sets out all of the terms of our engagement agreement with you.

We thank you for this opportunity to work with you. I am available to discuss any questions or comments now and throughout the course of our representation.

Very truly yours,

/s/ Wendy Huang Waszmer  
  
Wendy Huang Waszmer

**AGREED TO AND ACCEPTED:**

Exide Technologies

By: Barbara A. Hatcher

Ms. Barbara A. Hatcher  
Executive Vice President and General Counsel

Date: February 20, 2014

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February 20, 2014  
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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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

**ORDER AUTHORIZING EMPLOYMENT AND  
RETENTION OF KING & SPALDING LLP AS SPECIAL ANTITRUST  
COUNSEL TO THE DEBTOR NUNC PRO TUNC TO FEBRUARY 20, 2014**

Upon the application (“Application”) for entry of an order pursuant to sections 327(e) and 328(a) of the Bankruptcy Code,<sup>1</sup> Bankruptcy Rule 2014(a), and Local Bankruptcy Rule 2014-1, authorizing the employment of King & Spalding LLP (“K&S”) as special antitrust counsel to the Debtor *nunc pro tunc* to February 20, 2014; and upon consideration of the Waszmer Declaration; and the Court having reviewed the Application and the Waszmer Declaration, and the Court being satisfied with the representations made in the Application and the Waszmer Declaration that K&S represents no interest adverse to the Debtor or its estate with respect to matters on which K&S is to be employed, that its employment is necessary and in the best interests of the Debtor and the Debtor’s estate; and it appearing that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and upon the record herein, and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby

**ORDERED, ADJUDGED AND DECREED THAT:**

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

1. The Application is GRANTED as set forth herein.
2. Pursuant to sections 327(e) and 328(a) of the Bankruptcy Code, the Debtor, as debtor and debtor in possession, is authorized to employ and retain K&S as special antitrust counsel to perform the Services, effective as of February 20, 2014, in accordance with the Application, the Engagement Agreement, the Waszmer Declaration, and this Order.
3. K&S shall be compensated in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Fee Guidelines, and any Orders entered in the Chapter 11 Case governing professional compensation and reimbursement for services rendered and charges and disbursements incurred.
4. During the pendency of the Chapter 11 Case, K&S will not represent clients of the firm in the Chapter 11 Case who are adverse to the Debtor with respect to the Services to be performed for the Debtor.
5. The Debtor is authorized to take all actions necessary to effectuate the relief granted in the Order in accordance with the Application.
6. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of the Order.

Dated: Wilmington, Delaware  
\_\_\_\_\_, 2014

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Honorable Kevin J. Carey  
UNITED STATES BANKRUPTCY JUDGE