

**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> :
  
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**DEBTOR’S MOTION FOR AN ORDER APPROVING CERTAIN RIGHTS  
OFFERING AND DISTRIBUTION PROCEDURES AND  
FORMS IN CONNECTION THEREWITH**

Exide Technologies (“Exide” or the “Debtor”) hereby files this motion (the “Motion”), for entry of an order, substantially in the form attached hereto as **Exhibit A**, approving (i) Exide’s procedures (the “Rights Offering Procedures”) for the implementation of the Rights Offering (defined below) contemplated by the Plan of Reorganization of Exide Technologies (the “Plan”), attached to **Exhibit A** as Exhibit 1, and (ii) in the event the Rights Offering is not conducted through The Depository Trust Company (“DTC”), the form to be completed by holders of Senior Notes Claims (defined below) to indicate whether or not such holders are eligible to participate in the Rights Offering and to exercise rights to participate in the Rights Offering (the “Eligibility Certificate and Subscription Form”), attached to **Exhibit A** as Exhibit 2.<sup>2</sup> In support of this Motion, the Debtor respectfully states as follows:<sup>3</sup>

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

<sup>2</sup> Capitalized terms not defined herein shall have those meanings ascribed to them in the Plan or the Rights Offering and Distribution Procedures.

<sup>3</sup> On December 4, 2014, Exide filed the *Debtor’s Motion for Entry of an Order (A) Approving the Adequacy of the Debtor’s Disclosure Statement; (B) Approving Solicitation and Notice Procedures with Respect to Confirmation of the Debtor’s Proposed Plan of Reorganization; (C) Approving the Form of Various Ballots and* (cont’d)

## PRELIMINARY STATEMENT

1. As previously announced, the Plan is supported by the holders (the “Consenting Creditors”) of a majority of the outstanding principal amount of the 8.625% Senior Secured Notes due 2018 issued by Exide under the Senior Secured Notes Indenture (the “Senior Notes”) pursuant to a Plan Support Agreement dated November 4, 2014, amended on December 11, 2014, and further amended on January 7, 2015, between the Company and the Consenting Creditors (the “Plan Support Agreement”). The Plan is the product of extensive negotiations between the Debtor and Consenting Creditors, who also hold a majority of the \$346.8 million in term loans issued under the Company’s debtor-in-possession financing facility.

2. A critical component of the Plan is the \$175.0 million in new money (the “New Money Investment”) that will be raised by offering Eligible Holders of Senior Notes the right to purchase second lien convertible notes (the “New Second Lien Convertible Notes”).<sup>4</sup> Specifically, holders of Senior Notes Claims as of the Rights Offering Record Date<sup>5</sup> that affirmatively certify they are an “Accredited Investor” or “Qualified Institutional Buyer,” as those terms are defined under the applicable securities law (the “Eligible Holders”), shall have the right (the “New Money Investment Rights”), but not the obligation, to purchase New Second Lien Convertible Notes.

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*Notices in Connection Therewith; and (D) Scheduling Certain Dates with Respect Thereto (Docket No. 2714) (the “Solicitation Motion”), seeking approval of certain solicitation and notice procedures with respect to confirmation of the Debtor’s Plan, which procedures (the “Solicitation Procedures”) shall be attached as Exhibit 5 to the order approving the Solicitation Motion and the Disclosure Statement (the “Disclosure Statement Order”).*

<sup>4</sup> The terms of the New Second Lien Convertible Notes are more fully set forth in the Plan.

<sup>5</sup> As evidenced by a securities position report provided by the DTC.

3. Eligible Holders of Senior Notes Claims will also have the right (the “DIP Term Loan Refinancing Rights,” and together with the New Money Investment Rights, the “Purchase Rights”) to participate in the DIP Term Loan Refinancing (the “DIP Term Loan Refinancing Option,” and together with the New Money Investment, the “Rights Offering”),<sup>6</sup> through which the Eligible Holders of Senior Notes may elect to purchase the consideration that would otherwise be distributed to Holders of DIP Term Loan Claims (the “DIP Term Loan Consideration”), composed of the right to receive first lien notes (the “New First Lien High Yield Notes”),<sup>7</sup> the New Second Lien Convertible Notes,<sup>8</sup> and the DIP/Second Lien Conversion Option Funding Fee. The Rights Offering shall be subject to customary oversubscription rights. Any cash received from Eligible Holders of Senior Notes Claims pursuant to the DIP Term Loan Refinancing will be distributed to Holders of the DIP Term Loan Claims on a pro rata basis and will reduce such claims at par value. Money raised through the Rights Offering will be used to fund distributions under the Plan, as well as the Debtor’s go-forward business plan.

4. Non-Eligible Holders of Senior Notes Claims shall not be permitted to participate in the Rights Offering, but instead shall receive the alternate consideration of a comparable value to be determined by the time of the hearing on the Disclosure Statement (the “Senior Notes Alternative Distribution Property”).

5. This Motion seeks approval of the procedures necessary to implement the Rights Offering, which procedures shall apply only to holders of Senior Notes, and be conducted

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<sup>6</sup> The Purchase Rights are not transferable. Any attempted transfer shall be null and void and the Debtor will not treat any purported transferee as the holder of any Purchase Right. The Purchase Rights shall not be listed or quoted on any public or over-the-counter securities exchange or quotation system.

<sup>7</sup> The terms of the First Lien High Yield Notes are more fully set forth in the Plan.

<sup>8</sup> The Plan also provides that Senior Notes will receive their pro rata share of 15% of New Exide Common Stock (after giving effect to conversion of the New Second Lien Convertible Notes and subject to further dilution as provided for under the Plan, but subject to dilution on account of the MIP and paid-in-kind interest).

largely through the DTC. To that end, approval of the Motion and Rights Offering Materials is necessary to successfully implement the Rights Offering and, as a corollary, the Plan.

### **JURISDICTION AND VENUE**

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

7. The statutory bases for the relief requested herein are sections 502, 1123(a), 1125, 1126, and 1128 of Bankruptcy Code, Rules 2002, 3003, 3016, 3017, 3018, and 3020 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 3017-1 of the Local Rules for the United States Bankruptcy Court for the District of Delaware (the “Local Rules”).

8. Pursuant to Rule 9013-1(f) of the Local Rules for the United States Bankruptcy Court for the District of Delaware, the Debtor consents to the entry of a final judgment or order with respect to the Motion 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 Chapter 11 Case**

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

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

11. On June 18, 2013, the United States Trustee for the District of Delaware (the “U.S. Trustee”) appointed an Official Committee of Unsecured Creditors (the “Creditors”

Committee”) in the Chapter 11 Case pursuant to Bankruptcy Code section 1102. No trustee or examiner has been appointed in the Chapter 11 Case.

**B. The Debtor’s Business**

12. The Debtor, Exide, which 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.

13. 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 Damaska in Support of Chapter 11 Petition and First Day Pleadings (Docket No. 3).

**RELIEF REQUESTED**

14. By this Motion, the Debtor seeks entry of an order (i) approving the Rights Offering Procedures and the Eligibility Certificate and Subscription Form<sup>9</sup> (collectively, the “Rights Offering Materials”), (ii) authorizing the Debtor to adopt, as necessary, any additional detailed procedures consistent with the Rights Offering Procedures and timeline described herein to effectuate the Rights Offering, and (iii) authorizing the Debtor’s retention of GCG, Inc.

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<sup>9</sup> The Eligibility Certificate and Subscription Form shall only be used if the Rights Offering is not conducted through DTC.

(“GCG”) as the subscription agent for the Rights Offering (the “Rights Offering Subscription Agent”).

15. The Rights Offering process will run parallel to, but independently of, the solicitation process, except that to the extent an Eligible Holder votes against the Plan, such holder will not be permitted to participate in the Rights Offering. To assist the Holders of Senior Notes with making a decision with respect to whether to participate in the Rights Offering, the Rights Offering Procedures and the Disclosure Statement With Respect to Plan of Reorganization of Exide Technologies (as may be amended from time to time and including all exhibits and supplements thereto, the “Disclosure Statement”) shall contain further detail regarding the Purchase Rights, both of which shall be posted and made available to the DTC Participating Nominees (defined below) via the DTC system upon commencement of the Rights Offering.<sup>10</sup> Further, all Rights Offering Materials will contain warnings urging holders to review Exide’s Disclosure Statement and Plan prior to making a decision with respect to the exercise of their Purchase Rights.

**RIGHTS OFFERING AND DISTRIBUTION PROCEDURES AND ELIGIBILITY  
CERTIFICATE AND SUBSCRIPTION FORM**

16. The sole registered holder of the Senior Notes is Cede & Co., the custodian for DTC. As a result, given the DTC Participating Nominees’ familiarity with the DTC’s system and the ease and speed with which complex elections can be made through DTC electronically, the Debtor will conduct the Rights Offering exclusively through DTC, employing DTC’s customary practices, processes, and procedures, including, but not limited to, DTC’s

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<sup>10</sup> The Rights Offering Procedures, Disclosure Statement and Plan may also be obtained by: (a) accessing the Debtor’s restructuring website at <http://www.exiderestructuringinfo.com>, (b) writing to Exide Balloting Center, c/o GCG, Inc., P.O. Box 9985, Dublin, OH 43017-5985, or (c) calling the Debtor’s restructuring hotline at (888) 985-9831 within the U.S. or Canada or, outside of the U.S. or Canada, (614) 763-6120.

Automated Tender Offer Program (“ATOP”). The banks, brokers, or other financial institutions that hold the Senior Notes in “street name” through DTC on behalf of the beneficial owners of the Senior Notes (the “DTC Participating Nominees”) possess the necessary access to ATOP.

17. To participate in the Rights Offering, a holder of a Senior Notes Claim must be an Eligible Holder. The term “Eligible Holder” shall include any beneficial owner of a Senior Notes Claim as of the Rights Offering Record Date that certifies, in accordance with these procedures, that he/she or it is either a “qualified institutional buyer” within the meaning of Rule 144A (a “QIB”) under the Securities Act of 1933, as amended (the “Securities Act”) or an “accredited investor” within the meaning of Rule 501(a) under the Securities Act (an “AI”).

18. Non-Eligible Holders of Senior Notes Claims shall not be permitted to participate in the Rights Offering, but instead shall receive the Senior Notes Alternative Distribution Property. In order to receive the Senior Notes Alternative Distribution Property under the Plan, holders of Senior Notes that are neither QIBs nor AIs must affirmatively certify their status as “Non-Eligible Holders.” The Debtor will also collect the aforementioned certifications through the DTC’s ATOP platform.<sup>11</sup> To complete such certification, holders of Senior Notes are required to instruct their broker nominees to submit instructions into an appropriate “contra-CUSIP envelope” established by the Rights Offering Subscription Agent on the DTC’s ATOP platform.

19. As more fully outlined in the Rights Offering Procedures, Eligible Holders shall have the right to participate in either the New Money Investment, the DIP Term Loan Refinancing Option, or both, or neither. Thus, to exercise such Purchase Rights, Eligible

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<sup>11</sup> If the Rights Offering is not conducted through DTC, certification must be made via the Eligibility Certificate and Subscription Form, in accordance with the procedures set forth below.

Holders must instruct their DTC Participating Nominees to submit an instruction into one of the ATOP envelopes established for and limited to Eligible Holders (the “Eligible Holder Contra-CUSIPs”). Each Eligible Holder Contra-CUSIP will correspond to a specific election in connection with the exercise of Purchase Rights (*i.e.*, an exercise of both the New Money Investment Rights and DIP Term Loan Refinancing Rights, neither, or one but not the other). Non-Eligible Holders must instruct their DTC Participating Nominees to submit an instruction into the remaining ATOP envelope established for Non-Eligible Holders (the “Non-Eligible Holder Contra-CUSIP”). Submission of instructions into the appropriate DTC envelope will constitute a valid representation that the holder of the Senior Notes is either a QIB or AI or neither a QIB nor an AI, as appropriate.

20. By submitting an instruction as set forth above, Eligible Holders are simultaneously instructing their respective DTC Participating Nominees to exercise and/or forego, as applicable, the Purchase Rights on their behalf. If Purchase Rights are exercised, upon receiving a valid submission from an Eligible Holder’s DTC Participating Nominee, DTC will debit each DTC Participating Nominee the corresponding amount (the “Rights Offering Payment”) for the Purchase Rights exercised.

21. The Rights Offering will commence on the Solicitation Mailing Deadline (as defined in the Disclosure Statement Order) and will expire (the “Rights Offering Expiration Date”) at 5:00 p.m., New York City time on the Voting Deadline (as defined in the Solicitation Procedures), which also coincides with the Rights Offering Record Date, or such later date as the Debtor may specify in a notice provided to Eligible Holders or provided to DTC for posting on its system, before 5:00 p.m., New York City time on the Business Day immediately prior to the then-effective Rights Offering Expiration Date. The Debtor may extend the Rights Offering



Expiration Date, from time to time, with the consent of the Requisite Backstop Parties (as defined in the Backstop Commitment Agreement).

22. Unexercised Purchase Rights will be cancelled on the Rights Offering Expiration Date. An Eligible Holder shall be deemed to have relinquished and waived its Purchase Rights to participate in the Rights Offering and to purchase New Second Lien Convertible Notes and/or the DIP Term Loan Consideration to the extent the Eligible Holder's DTC Participating Nominee does not make a valid, timely submission into one of the Eligible Holder Contra-CUSIPs. A Non-Eligible Holder shall similarly be deemed to relinquish and waive its right to receive the Senior Notes Alternative Distribution Property to the extent the Non-Eligible Holder's DTC Participating Nominee does not make a valid, timely submission into the Non-Eligible Holder Contra-CUSIP.

23. Exide will not be obligated to honor any purported exercise of Purchase Rights<sup>12</sup> including, if applicable, any oversubscription rights, received after the Rights Offering Expiration Time, regardless of when the documents relating to such exercise were sent.<sup>13</sup> In that event, any such payment made by an Eligible Holder will be refunded, or if such Eligible Holder has made an overpayment, in an amount equal to such overpayment.

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<sup>12</sup> All questions concerning the timeliness, viability, form and eligibility of any exercise of Purchase Rights and, if applicable, any oversubscription rights shall be determined by the Debtor with the reasonable consent of the Requisite Backstop Parties. Pursuant to the Rights Offering and Distribution Procedures, the Debtor with the reasonable consent of the Requisite Backstop Parties may waive any defect or irregularity, or permit a defect or irregularity to be corrected within such times as they may determine, or reject the purported exercise of any Purchase Rights and, if applicable, any oversubscription rights. Eligibility Certification and Subscription Forms shall be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Debtor determines with the reasonable consent of the Requisite Backstop Parties.

<sup>13</sup> The payments made in accordance with the Rights Offering shall be deposited and held by the Rights Offering Subscription Agent in an escrow account (the "General Rights Offering Escrow Account"). The Rights Offering Subscription Agent will maintain such account for the purpose of holding the money for administration of the Rights Offering.

24. In the event the Rights Offering is not conducted through DTC, the Rights Offering Subscription Agent will serve the Rights Offering Procedures and the Eligibility Certificate and Subscription Form to each holder of a Senior Notes Claim as of the Rights Offering Record Date, by mail, electronic mail, or facsimile transmission as soon as practicable upon commencement of the Rights Offering. Instructions with respect to completing the Eligibility Certificate and Subscription Form shall accompany the form. In all other respects, the Rights Offering Procedures will apply to the Rights Offering conducted through the Rights Offering Materials.

25. Subject to any conditions contained in the Rights Offering Procedures or the Backstop Commitment Agreement, the Debtor may adopt any additional detailed procedures consistent with the provisions of the Rights Offering to more efficiently administer the Rights Offering.

26. The Rights Offering Procedures have been designed to efficiently transmit all the information necessary for participation in the Rights Offering, and in the event it is utilized, the Eligibility Certificate and Subscription Form has been drafted to assure the clear communication of the requirements for, and to facilitate, such participation. Thus, the Rights Offering Materials afford holders of Senior Notes Claims a fair and reasonable opportunity to exercise the Purchase Rights and, if applicable, any oversubscription rights, or receive the Senior Notes Alternative Distribution Property.

**RETENTION OF GCG AS  
RIGHTS OFFERING SUBSCRIPTION AGENT**

27. The Debtor seeks to retain GCG, Inc. as Rights Offering Subscription Agent to administer the Rights Offering, whether conducted through DTC's ATOP platform, through paper forms, or through a combination of the foregoing.

28. As Rights Offering Subscription Agent, GCG would provide services including, but not limited to, the following: (i) assisting the Debtor and its counsel to develop the forms and procedures necessary to administer the Rights Offering; (ii) coordinating with DTC and the DTC Participating Nominees, opening the relevant Contra-CUSIP envelopes on DTC's ATOP platform and serving as the Debtor's agent within the context of DTC's ATOP platform; (iii) launching the Rights Offering and disseminating notice thereof through mail, DTC's notice platform, or otherwise; (iv) opening and managing the appropriate bank account(s) for the Debtor in connection with the Rights Offering; (v) collecting and processing any forms or other documents (if necessary); (vi) receiving and managing payments, processing refunds (if necessary), and making any distribution(s) to the Debtor (as authorized and directed by the Debtor); (vii) providing interim and final results to the Debtor and its counsel regarding the results of the Rights Offering; (viii) assisting with the distribution of entitlement securities and/or cash pursuant to the Rights Offering Procedures; (ix) handling inquiries from parties-in-interest; and (x) providing any and all additional and related services.

29. The Debtor seeks to retain GCG, *nunc pro tunc* to June 17, 2014, as Rights Offering Subscription Agent pursuant to the terms of the Subscription Agent and Distribution Agent Services Agreement between the Debtor and GCG, the form of which is attached hereto as Exhibit B.

30. GCG is well-positioned to serve as the Debtor's Rights Offering and Subscription Agent. GCG currently serves as the Debtor's claims, noticing, and administrative agent pursuant to a Bankruptcy Administration Agreement, dated May 8, 2013, and is familiar with the context of the case, the creditor constituency, and previous mailings. Moreover, GCG possesses an expertise conducting rights offerings and has been retained in such capacity in other

cases. See In re Genco Shipping and Trading Limited, et al., Case No 14-11108 (Bankr. S.D.N.Y. May 16, 2014); In re Patriot Coal Corporation, et al., Case No. 12-51502 (Bankr. E.D. Mo. Nov. 7, 2013); In re Harry & David Holdings, Inc., et al., Case No. 11-10884 (MFW) (Bankr. D. Del. June 24, 2011).

### **BASIS FOR RELIEF**

31. Section 363(b) of the Bankruptcy Code provides, in relevant part, that a debtor, “after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). In the Third Circuit, courts have authorized the use or sale of property of the estate outside the ordinary course of business when such use or sale is grounded upon a “sound business purpose” and is proposed in good faith. See In re Delaware & Hudson Ry. Co., 124 B.R. 169, 176 (D. Del. 1991); In re Martin, 91 F.3d 389, 395 (3d Cir. 1996); In re Montgomery Ward Holding Corp., 242 B.R. 147, 153 (D. Del. 1999); In re Decora Indus., Inc., No. 00-4459, 2002 WL 32332749, at \* 7 (D. Del. May 20, 2002); In re Exaeris, Inc., 380 B.R. 741 (Bankr. D. Del. 2008).

32. Once a debtor articulates a valid business justification under section 363, a presumption arises that the debtor’s decision was made on an informed basis, in good faith, and in the honest belief the action was in the best interest of the company. See In re Integrated Res., Inc., 147 B.R. 650, 656 (Bankr. S.D.N.Y. 1992) (quoting Smith v. Van Gorkom, 488 A.2d 858, 872 (Del. 1985)); see also In re Bridgeport Holdings, Inc., 388 B.R. 548, 567 (Bankr. D. Del. 2008). Further, once “the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct.” Comm. of Asbestos-Related Litigants v. Johns-Manville Corp., (In re Johns-Manville Corp.), 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986). The business judgment rule has vitality in chapter 11 cases and shields a debtor’s management from judicial

second-guessing. See Integrated Res., 147 B.R. at 656; Johns-Manville, 60 B.R. at 615-16 (“[T]he Code favors the continued operation of a business by a debtor and a presumption of reasonableness attaches to a debtor’s management decisions”). Thus, if a debtor’s actions satisfy the business judgment rule, then the transaction in question should be approved under section 363(b)(1) of the Bankruptcy Code.

33. As described above, the Rights Offering is a critical component of the Plan, which has the support of a majority of the Senior Notes class. Indeed, the Plan represents Exide’s best hope at expeditiously exiting from chapter 11 and executing its comprehensive five-year business plan, under which its global enterprise and thousands of jobs would be preserved under a competitive capital structure. Exide believes that the Rights Offering Materials are necessary to the successful effectuation of the Rights Offering and provide Eligible Holders a fair and reasonable opportunity to participate in the Rights Offering. Thus, Exide believes in its sound business judgment that approval of the Rights Offering Materials would be in its and its creditors’ best interests.

34. Courts in this district have approved similar relief. See In re Overseas Shipholding Group, Inc., et al., Case No. 12-20000 (Bankr. D. Del. May 27, 2014) (PJW) (Docket No. 3281) (approving rights offering procedures and authorizing debtors to conduct a rights offering in accordance therewith); In re William Lyons Homes, et al., Case No. 11-14019 (CSS) (Bankr. D. Del. Dec. 29, 2011) (Docket No. 106) (same); In re Satelites Mexicanos, S.A. de C.V., et al., Case No. 11-11035 (CSS) (Bankr. D. Del. April 11, 2011) (Docket No. 127) (same); In re Harry & David Holdings, Inc., et al., Case No. 11-10884 (MFW) (Bankr. D. Del. May 10, 2011) (Docket No. 287) (approving accreditor investor procedures in connection with proposed rights offering); In re Visteon Corporation, et al., Case No. 09-11786 (CSS) (Bankr. D.

Del. June 28, 2010) (Docket No. 3490) (approving rights offering procedures); In re Cooper-Standard Holdings Inc., et al., Case No. 09-12743 (PJW) (Bankr. D. Del. March 26, 2010) (Docket No. 1118) (authorizing rights offering and approving rights offering procedures).

35. Moreover, under section 105(a) of the Bankruptcy Code, “[t]he court may issue any order . . . that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). In essence, the Court may enter an order that safeguards the value of the debtor’s estate if doing so is consistent with the Bankruptcy Code. See, e.g., Chinichian v. Campolongo (In re Chinichian) 784 F.2d 1440, 1443 (9th Cir. 1986) (“Section 105 sets out the power of the bankruptcy court to fashion orders as necessary pursuant to the purposes of the Bankruptcy Code.”); In re Cooper Props. Liquidating Trust, Inc., 61 B.R. 531, 537 (Bankr. W.D. Tenn. 1986) (acknowledging that “the [b]ankruptcy [c]ourt is one of equity and as such it has a duty to protect whatever equities a debtor may have in property for the benefit of its creditors as long as that protection is implemented in a manner consistent with the bankruptcy laws.”). To the extent that approval of the Rights Offering Materials is necessary to effectuate consummation of the Plan—which represents Exide’s best means of protecting the value of Exide’s estate—Exide believes that the Court’s application of section 105(a) of the Bankruptcy Code here is appropriate.<sup>14</sup>

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<sup>14</sup> Section 1125(b) provides that “[a]n acceptance or rejection of a plan may not be solicited after the commencement of the case under this title . . . unless, at the time of or before such solicitation, there is transmitted . . . a written disclosure statement approved, after notice and a hearing, by the court as containing adequate information.” 11 U.S.C. § 1125(b). Here, the Rights Offering process will run parallel to, but independently of, the solicitation process, except that to the extent an Eligible Holder votes against the Plan, such holder will not be permitted to participate in the Rights Offering. To be clear, the Rights Offering Procedures will be posted on the DTC system and made available to DTC Participating Nominees substantially contemporaneously with the posting of the Disclosure Statement on that same system. Further, all Rights Offering Materials will contain warnings urging a holder to review Exide’s Disclosure Statement and Plan prior to making a decision with respect to the exercise of their Purchase Rights. Thus, the Rights Offering Materials are consistent with section 1125(b) of the Bankruptcy Code.

### NOTICE

36. Notice of this Motion has been given to the following parties or, in lieu thereof, to their counsel, if known: (i) the Office of the United States 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; (vii) the SEC; and (viii) all parties entitled to notice pursuant to Bankruptcy Rule 2002. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given.

### WAIVER OF BANKRUPTCY RULE 6004(h)

37. Bankruptcy Rule 6004(h) provides that an "order authorizing the use, sale, or lease of property. . . is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Fed. R. Bankr. P. 6004(h). However, a court may waive this stay period if a sufficient business reason exists to do so. See, e.g., In re Boscov's, Inc., No. 08-11637, 2008 WL 4975882, at 2 (Bankr. D. Del. Nov. 21, 2008) (court may reduce or waive the stay period to accommodate a sufficient business need). Timing is of the essence in the execution of the Rights Offering. Accordingly, it is essential to the execution of the Rights Offering that the steps necessary to implement the Rights Offering be taken promptly upon approval of this Motion. Thus, ample cause exists here to justify a waiver of the stay imposed by Bankruptcy Rule 6004(h).

### NO PRIOR REQUEST

38. No prior motion for the relief requested herein has been made to this or any other court.

**CONCLUSION**

WHEREFORE, for the reasons set forth herein, the Debtor respectfully requests that the Court grant the relief requested herein and any other relief the Court deems just and proper.

Dated: Wilmington, Delaware  
January 7, 2015

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

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*Counsel for Debtor and Debtor in Possession*

















than in connection with the transfer by the holder thereof of the corresponding Senior Notes in respect of which such Purchase Rights were issued.

In connection with the New Money Investment, subject to customary oversubscription rights, each Eligible Holder may purchase New Second Lien Convertible Notes up to its Pro Rata allocation of New Money Investment Rights. Each Eligible Holder's Pro Rata allocation of New Money Investment Rights shall be calculated as the proportion that an Eligible Holder's Allowed Senior Notes Claims bear to the aggregate of all Allowed Senior Notes Claims as of [•], 2015 (the "Rights Offering Record Date"), as evidenced by a securities position report provided by The Depository Trust Company ("DTC").

The DIP Term Loan Refinancing Rights are *not* subject to oversubscription rights. An Eligible Holder can only participate in the DIP Term Loan Refinancing Option up to its Pro Rata share of Allowed Senior Notes Claims that shall be calculated as the proportion that such Eligible Holder's Allowed Senior Notes Claims bear to the aggregate of all Allowed Senior Notes Claims as of the Rights Offering Record Date. As a result, an Eligible Holder may not participate in the DIP Term Loan Refinancing Option in an amount exceeding its Pro Rata share of Allowed Senior Notes Claims times the outstanding amount of the DIP Term Loan (approximately \$347 million).

The Debtors have designated GCG, Inc. as the Rights Offering Subscription Agent for the Rights Offering (the "Rights Offering Subscription Agent").

The sole registered holder of the Senior Notes is Cede & Co., the custodian for DTC. As a result, the Debtor will conduct the Rights Offering exclusively through DTC, employing DTC's customary practices, processes, and procedures, including, but not limited to, DTC's Automated Tender Offer Program ("ATOP"). The banks, brokers, or other financial institutions that hold the Senior Notes in "street name" through DTC on behalf of the beneficial owners of the Senior Notes (the "DTC Participating Nominees") possess the necessary access to ATOP.

#### *1. Treatment of Senior Notes Claims under the Plan*

Under the Plan, Eligible Holders of Allowed Senior Notes Claims shall receive their Pro Rata share of: (i) 15.0% of New Exide Common Stock after dilution by conversion of the New Second Lien Convertible Notes (subject to further dilution on account of the MIP and PIK interest accrued on the New Second Lien Convertible Notes prior to conversion); (ii) the right to participate in the New Money Investment on a Pro Rata basis; and (iii) the right to participate in the DIP Term Loan Refinancing Option.

As a condition to receiving *any* distribution under the Plan, Holders of Senior Notes must certify their eligibility in accordance with these Rights Offering Procedures.

New Exide Common Stock. Eligible Holders of Allowed Senior Notes Claims will receive their Pro Rata share of New Exide Common Stock on the Distribution Date, or as soon as practicable thereafter. Non-Eligible Holders of Allowed Senior Notes Claims will



receive their Pro Rata share of Senior Notes Alternative Distribution Property on the Distribution Date, or as soon as practicable thereafter.<sup>5</sup>

*New Money Investment.* Subject to the Bankruptcy Court's confirmation of the Plan, pursuant to the New Money Investment, the Reorganized Debtor shall issue \$175.0 million of 7.0% New Second Lien Convertible Notes due 2025. Subject to customary oversubscription rights, each Eligible Holder's participation in the New Money Investment shall be capped at its Pro Rata share of Senior Notes Claims.

*DIP Term Loan Refinancing Option.* Subject to entry of an order by the Bankruptcy Court confirming the Plan, Holders of Allowed Senior Notes Claims that are Eligible Holders shall have the right to purchase the consideration that would otherwise be distributed to Holders of DIP Term Loan Claims, composed of (i) New First Lien High Yield Notes, (ii) New Second Lien Convertible Notes, and (iii) the DIP/Second Lien Conversion Option Funding Fee; the cash proceeds of such purchase to be distributed to Holders of DIP Term Loan Claims Pro Rata to reduce their distributions of each of the foregoing forms of consideration on a dollar-for-dollar basis. By purchasing the DIP Term Loan Claims, applicable Holders of Allowed Senior Notes Claims shall have consented to and be entitled to the treatment applicable to DIP Term Loan Claims under the Plan, shall be deemed to be Consenting Creditors, and shall participate in the DIP/Second Lien Conversion Option and receive their Pro Rata share of the New Second Lien Convertible Notes pursuant to and in accordance with the DIP/Second Lien Conversion Option. Each Eligible Holder's participation in the DIP Term Loan Refinancing Investment Option shall be capped at its Pro Rata share of Senior Note Claims.

## 2. *Treatment of DIP Term Loan Claims under the Plan*

*DIP/First Lien Exchange.* If they consent to such treatment, Holders of DIP Term Loan Claims shall exchange approximately 71.2% of their DIP Term Loan Claims for New First Lien High Yield Notes to be issued by the Reorganized Debtor on or prior to the Plan Effective Date. In the aggregate, \$246.8 million of DIP Term Loan Claims shall be exchanged for \$259.1 million of New First Lien High Yield Notes, inclusive of original issue discount of 5% for every \$100 of DIP Term Loan Claims under the DIP Credit Agreement exchanged into New First Lien High Yield Notes, such that every \$100 of DIP Term Loan Claims so exchanged shall receive \$105 of New First Lien High Yield Notes in the aggregate amount of \$264.1 million (the "*DIP/First Lien Exchange*").

*DIP/Second Lien Conversion Option.* Holders of DIP Term Loan Claims that consent to the DIP/First Lien Exchange shall also have the option to exchange their remaining approximately 28.8% of DIP Term Loan Claims, up to an aggregate of \$100 million of DIP Term Loan Claims, into either (a) the New First Lien High Yield Notes with original issue

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<sup>5</sup> In the event distributions of New Exide Common Stock to existing Holders of Allowed Senior Notes Claims that are not Eligible Holders would require Reorganized Exide to be a public reporting company, such existing Holders shall receive comparable consideration of a kind and with a value reasonably acceptable to the Company, the Required Consenting Creditors and the Requisite Backstop Parties in lieu of a distribution of New Exide Common Stock.

discount of 5% for DIP Term Loan Claims so exchanged, or (b) New Second Lien Convertible Notes (the “DIP/Second Lien Conversion Option”) exchanged dollar for dollar, at par, for DIP Term Loan Claims so exchanged, and as a funding fee distributed to participating Holders of DIP Term Loan Claims: (x) New First Lien High Yield Notes in the aggregate amount of 5.0% of the DIP Term Loan Claims so exchanged (\$5.0 million) and (y) 3.0% of fully-diluted New Common Stock (together, the “DIP/Second Lien Conversion Funding Fee”), which DIP/Second Lien Conversion Funding Fee shall be payable to the participating Holders of DIP Term Loan Claims based on their Pro Rata participation. Eligible Holders that participate in the DIP Term Loan Refinancing Option shall be deemed to be Consenting Creditors, to consent to participation in the DIP/Second Lien Conversion Option and to consent to receipt of their Pro Rata share of the New Second Lien Convertible Notes pursuant to and in accordance with the DIP/Second Lien Conversion Option.

*Second Lien Conversion Backstop.* Certain of the Consenting Creditors, in their capacity as DIP Term Loan Lenders, (the “Second Lien Conversion Backstop Parties”) have agreed to (a)(i) exchange 28.8% of their DIP Term Loan Claims into New Second Lien Convertible Notes pursuant to the DIP/Second Lien Conversion Option, and (ii) the balance of their DIP Term Loan Claims into New First Lien High Yield Notes *and* (b) in the event that less than \$100 million in DIP Term Loan Claims convert into New Second Lien Convertible Notes pursuant to the DIP/Second Lien Conversion Option as of the Plan Effective Date (the amount less than \$100 million, the “DIP Shortfall”), pursuant to customary oversubscription rights, certain Consenting Creditors shall permit additional amounts of DIP Term Loan Claims, in addition to the 28.8% of such Consenting Creditors’ DIP Term Loans, to automatically convert into New Second Lien Convertible Notes and be entitled to payment of fees on account thereof in the amounts and percentages set forth on Exhibit C attached to the Plan Support Agreement.

### 3. *Eligibility to Participate in Rights Offering*

Only Eligible Holders may participate in the Rights Offering. An “Eligible Holder” means a Person that—

- (i) was the beneficial owner of a Senior Notes Claim as of the Rights Offering Record Date; and
- (ii) is either a “qualified institutional buyer” within the meaning of Rule 144A (a “Qualified Institutional Buyer”) under the Securities Act of 1933, as amended (the “Securities Act”) or an “accredited investor” within the meaning of Rule 501(a) under the Securities Act (an “Accredited Investor”).

In order to participate in the Rights Offering, and/or to receive *any* distribution under the Plan, Holders of Allowed Senior Notes Claims must affirmatively certify they are either (i) a Qualified Institutional Buyer or Accredited Investor, or (ii) neither a Qualified Institutional Buyer nor an Accredited Investor. The Debtor will collect the aforementioned certifications through the DTC’s ATOP platform. Holders of Senior Notes are required to instruct their DTC Participating Nominees to submit instructions into an appropriate “contra-

CUSIP envelope” established by the Rights Offering Subscription Agent on the DTC’s ATOP platform. Submission of instructions into the appropriate DTC envelope will constitute a valid representation that the Holder of the Senior Notes is either a Qualified Institutional Buyer or Accredited Investor or neither a Qualified Institutional Buyer nor an Accredited Investor, as appropriate. If the Rights Offering is not conducted through DTC, certification must be made via an eligibility certificate, in accordance with the procedures set forth below.

## **B. Rights Offering Procedures**

*These Rights Offering Procedures should be read carefully before exercise of the Purchase Rights, as strict compliance with their terms is required.*

### *1. Determining Eligibility and Exercising Purchase Rights through Use of Contra-CUSIP Envelopes*

To be eligible to participate in the Rights Offering and/or receive *any* distribution under the Plan, beneficial owners of the Senior Notes that are Eligible Holders must instruct their DTC Participating Nominees to submit an instruction into one of the ATOP envelopes established for and limited to Eligible Holders (the “Eligible Holder Contra-CUSIPs”). Each Eligible Holder Contra-CUSIP will correspond to a specific election in connection with the exercise of Purchase Rights (*i.e.*, an exercise of both the New Money Investment Rights and DIP Term Loan Refinancing Rights, neither, or one but not the other). By directing its DTC Participating Nominee to submit an instruction into one of the Eligible Holder Contra-CUSIPs, the beneficial owner of the Senior Notes certifies that he/she satisfies the definition of an Accredited Investor or a Qualified Institutional Buyer.

Upon receiving a valid submission from an Eligible Holder’s DTC Participating Nominee, DTC will debit each DTC Participating Nominee the corresponding amount (the “Rights Offering Payment”) for the Purchase Rights exercised and will forward those funds to GCG in one lump sum after the Rights Offering Expiration Date.

In all cases, once a DTC Participating Nominee submits an instruction into one of the Eligible Holder Contra-CUSIPs, the accompanying Senior Notes will be frozen and will no longer be transferable unless the Plan is not confirmed or the Rights Offering is not consummated. Furthermore, as distributions under the Rights Offering are conditioned on the confirmation and effectiveness of the Plan, the Senior Notes will be in a “locked” position for the period of time between the submission of an ATOP instruction and the distribution of the new securities. As a result, there will be a delay between submission of the Rights Offering Payment and receipt of the new securities.

#### *a. Eligible Holder Contra-CUSIPs*

##### *i. **Option 1:** Does not participate in either New Money Investment or DIP Term Loan Refinancing Option*

By directing its DTC Participating Nominee to submit an instruction into Option 1, the beneficial owner of the Senior Notes is certifying that it is an Accredited Investor or a

Qualified Institutional Buyer, but is foregoing participation in both the New Money Investment *and* the DIP Term Loan Refinancing Option, and is relinquishing and waiving its New Money Investment Rights and DIP Term Loan Refinancing Rights, and shall receive only New Exide Common Stock upon occurrence of the Plan Effective Date.

ii. **Option 2**: *Participates in New Money Investment ONLY*

By directing its DTC Participating Nominee to submit an instruction into Option 2, the beneficial owner of the Senior Notes is certifying that it is an Accredited Investor or a Qualified Institutional Buyer, is participating in the New Money Investment, but is foregoing participation in the DIP Term Loan Refinancing Option, and is relinquishing and waiving its DIP Term Loan Refinancing Rights, and shall receive New Exide Common Stock and New Second Lien Convertible Notes purchased via the New Money Investment upon occurrence of the Plan Effective Date.

iii. **Option 3**: *Participates in both New Money Investment and DIP Term Loan Refinancing Option*

By directing its DTC Participating Nominee to submit an instruction into Option 3, the beneficial owner of the Senior Notes is certifying that it is an Accredited Investor or a Qualified Institutional Buyer, is participating in *both* the New Money Investment *and* the DIP Term Loan Refinancing Option, and shall receive New Exide Common Stock, New Second Lien Convertible Notes purchased via the New Money Investment, and the DIP Term Loan Consideration purchased via the DIP Term Loan Refinancing Option upon occurrence of the Plan Effective Date.

iv. **Option 4**: *Participates in DIP Term Loan Refinancing Option ONLY*

By directing its DTC Participating Nominee to submit an instruction into Option 4, the beneficial owner of the Senior Notes is certifying that it is an Accredited Investor or a Qualified Institutional Buyer, is participating in the DIP Term Loan Refinancing Option, but is foregoing participation in the New Money Investment, and is relinquishing and waiving its New Money Investment Rights, and shall receive New Exide Common Stock and the DIP Term Loan Consideration purchased via the DIP Term Loan Refinancing Option upon occurrence of the Plan Effective Date.

The submission of a valid instruction into any of the Eligible-Holder Contra-CUSIPs constitutes an exercise of the Purchase Rights.

b. *Non-Eligible Holder Contra-CUSIP*

i. **Option 5**: *Cannot participate in New Money Investment or DIP Term Loan Refinancing Option; Receives Senior Notes Alternative Distribution Property*

By directing its DTC Participating Nominee to submit an instruction into Option 5, the beneficial owner of the Senior Notes is certifying that it is *not* an Accredited Investor or a

Qualified Institutional Buyer, and shall receive the Senior Notes Alternative Distribution Property upon occurrence of the Plan Effective Date.

2. *Practices and Procedures of DTC*

There will be no guaranteed delivery protection provided through DTC and all submissions into the relevant Contra-CUSIPs are irrevocable.

DTC Participant Nominees are directed to submit one instruction per beneficial owner client—there shall be no “bulk” instructions into any of the relevant envelopes.

Submissions into the Contra-CUSIPs must be in a minimum of \$2,000 and then in increments of \$1,000 thereafter.

3. *Subscription Period*

The Rights Offering will commence on [•], 2015 and will expire at 5:00 p.m., New York City time on [•], 2015 (the “Rights Offering Expiration Date”), which also coincides with the Rights Offering Record Date, or such later date as the Debtor may specify in a notice provided to Eligible Holders or provided to DTC for posting on its system, before 5:00 p.m., New York City time on the Business Day immediately prior to the then-effective Rights Offering Expiration Date. The Debtor may extend the Rights Offering Expiration Date, from time to time, with the consent of the Requisite Backstop Parties. The Debtor shall promptly notify the Holders of Senior Notes Claims of any extension and of the date of the new Rights Offering Expiration Date.

4. *Failure to Exercise Purchase Rights*

*Unexercised Purchase Rights will be cancelled on the Rights Offering Expiration Date.* An Eligible Holder shall be deemed to have relinquished and waived its Purchase Rights to participate in the Rights Offering and to receive New Exide Common Stock to the extent the Eligible Holder’s DTC Participating Nominee does not make a valid, timely submission into one of the Eligible Holder Contra-CUSIPs.

5. *Failure to Certify as Eligible Holder Will Result in Forfeiture of Any Plan Distribution*

An Eligible Holder shall be deemed to have relinquished and forfeited its right to receive the Plan Distribution, if any, if the Eligible Holder’s DTC Participating Nominee does not make a valid, timely submission into one of the appropriate Eligible Holder Contra-CUSIPs.

6. *Failure to Certify as Non-Eligible Holder Will Result in Forfeiture of Any Plan Distribution*

A Non-Eligible Holder shall similarly be deemed to relinquish and waive its right to receive the Senior Notes Alternative Distribution Property to the extent the Non-Eligible

Holder's DTC Participating Nominee does not make a valid, timely submission into one of the appropriate Non-Eligible Holder Contra-CUSIPs.

7. *Use of Eligibility Certificates and Subscription Forms, if Necessary*

In the event the Rights Offering is not conducted through DTC, the Rights Offering Subscription Agent will provide the Rights Offering Procedures, an eligibility certificate and subscription form (the "Eligibility Certificate and Subscription Form") to each Holder of a Senior Notes Claim by mail, electronic mail, or facsimile transmission as soon as practicable upon commencement of the Rights Offering. Instructions with respect to completing the Eligibility Certificate and Subscription Form shall accompany the form.

In order to validly exercise the Purchase Rights, in a manner such that it is received and processed on or before the Rights Offering Expiration Date, the Eligible Holder of such Purchase Rights must:

- (i) return, by overnight courier, hand-delivery or first class mail, a completed and signed Eligibility Certificate and Subscription Form to the Rights Offering Subscription Agent electing to exercise all or a portion of such Purchase Rights; and
- (ii) pay, by wire transfer of immediately available funds to the General Rights Offering Escrow (defined below), the Rights Offering Payment, which amount shall be held in escrow.

*The method of delivery of the Eligibility Certificate and Subscription Form and any other required documents by a Holder of a Senior Notes Claim is at such Holder's option and sole risk, and delivery will be considered made only when such Eligibility Certificate and Subscription Form and other documentation are actually received by the Rights Offering Subscription Agent. Eligible Holders exercising their Purchase Rights should allow sufficient time to ensure timely delivery prior to the Rights Offering Expiration Date.*

*The risk of non-delivery of any documents sent to the Rights Offering Subscription Agent in connection with the exercise of Purchase Rights lies solely with the Holders of the Senior Notes Claims, and none of the Debtor, Reorganized Debtor, Backstop Parties, or any of their respective officers, directors, employees, agents or advisors, including the Rights Offering Subscription Agent, assume the risk of such non-delivery under any circumstance whatsoever.*

**C. Validity of Exercise of the Purchase Rights**

1. *Defects*

The Debtor reserves the right, but is under no obligation, to give notice to any Eligible Holder regarding any defect or irregularity in connection with any purported exercise of Purchase Rights by such Eligible Holder; provided, however, that none of the Debtor, Reorganized Debtor, each of their respective affiliates, officers, directors, counsel and advisors

nor the Rights Offering Subscription Agent shall incur any liability for any failure to give such notification.

2. *Disputes*

Any and all disputes concerning the timeliness, viability, form and eligibility of any exercise of Purchase Rights shall be addressed in good faith by the Debtor in consultation with the Requisite Backstop Parties. Any determination made by the Debtor with respect to such disputes shall be final and binding.

3. *Waivers*

The Debtor, in consultation with the Requisite Backstop Parties, may (i) waive any defect or irregularity, or permit such a defect or irregularity to be corrected, within such times as the Debtor may determine, in consultation with the Requisite Backstop Parties, to be appropriate, or (ii) reject the purported exercise of any Purchase Rights for which the exercise thereof and/or payment of the Rights Offering Payment includes defects or irregularities.

**D. Rights Offering Funds**

1. *General Rights Offering Escrow*

All funds received by the Rights Offering Subscription Agent from the DTC or directly from Eligible Holders in connection with the exercise of the Purchase Rights (the “Rights Offering Funds”) will be held in escrow by the Rights Offering Subscription Agent (the “General Rights Offering Escrow”).

The General Rights Offering Escrow will be separate and apart from the Rights Offering Subscription Agent’s general operating funds and from any other funds subject to any lien or any cash collateral arrangements, and will be segregated and maintained for the sole purpose of holding the Rights Offering Funds.

The Rights Offering Subscription Agent shall not use the Rights Offering Funds for any purpose other than to release such funds (i) as directed by the Debtor pursuant to the Plan or (ii) upon termination of the Backstop Commitment Agreement and shall not encumber or permit the Rights Offering Funds to be encumbered by any lien or similar encumbrance. No interest will be paid to Eligible Holders on account of any Rights Offering Funds or other amounts paid in connection with their exercise of Purchase Rights under any circumstances.

2. *Transfer of Rights Offering Funds*

Upon receiving valid submissions from the Eligible Holders’ DTC Participating Nominees, DTC will debit each DTC Participating Nominee the corresponding amount for the Purchase Rights. Within 48-72 hours following the Rights Offering Expiration Date, DTC will wire the payment to the Rights Offering Subscription Agent, which in turn, will wire the

payment to Exide in accordance with these procedures and any applicable Bankruptcy Court orders.

In the event the Rights Offering is not conducted through the DTC, the Eligible Holders, upon exercising their Purchase Rights, will pay by wire transfer of immediately available funds to the General Rights Offering Escrow, the Rights Offering Payment, which amount shall be held in escrow. The Rights Offering Subscription Agent will wire the payment to Exide in accordance with these procedures and any applicable Bankruptcy Court orders.

3. *Rights Offering Conditioned on Plan Confirmation; Return of Rights Offering Funds*

All exercises of Purchase Rights are subject to and conditioned upon confirmation of the Plan and the occurrence of the Plan Effective Date. In the event that the Rights Offering is terminated for any reason, the Debtor will provide all Eligible Holders who subscribed to the Rights Offering written notice of such termination, and all Rights Offering Funds held by the Rights Offering Subscription Agent will be refunded, without interest, to each respective Eligible Holder as soon as reasonably practicable, but in any event within six (6) Business Days after the notice of termination.

**E. Miscellaneous**

*The Rights Offering is being conducted in good faith and in compliance with the Bankruptcy Code. Accordingly, section 1125(e) of the Bankruptcy Code is applicable to the Debtor and its agents. In accordance with section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participates, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the plan, of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized successor to the debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale, or purchase of securities.*

1. *Eligible Holder Plan Vote and Plan Release*

Each Eligible Holder participating in the Rights Offering must also vote in favor of the Plan and consent to the releases provided therein (the “Releases”). If an Eligible Holder does not vote in favor of the Plan, its efforts to participate in the Rights Offering will be rejected and deemed invalid, and the purported exercise of the Purchase Rights by such Eligible Holder shall be null and void. Specifically, Article 11.5 of the Plan provides that:

As of the Effective Date, the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released, waived and discharged the Debtor, the Reorganized Debtor, its Estate, non-Debtor Affiliates, and the Released Parties from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims, asserted on behalf of the Debtor,



whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or in any way relating to, or in any manner arising from, in whole or in part, the Debtor, the Debtor's restructuring, the Chapter 11 Case, the DIP Facility, the purchase, sale, or rescission of the purchase or sale of any security of the Debtor or the Reorganized Debtor, including (without limitation) any tender rights provided under any applicable law, rule, or regulation, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the restructuring of Claims and Interests prior to or in the Chapter 11 Case, the negotiation, formulation, or preparation of the Plan, the Disclosure Statement, the Plan Support Agreement, the Backstop Commitment Agreement, the Plan Supplement, the Exit Financing, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date of the Plan, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. For the avoidance of doubt, nothing in this paragraph shall in any way affect the operation of Article 11.1 of the Plan, pursuant to section 1141(d) of the Bankruptcy Code.

**EACH ELIGIBLE HOLDER (AS DEFINED IN THESE RIGHT OFFERING PROCEDURES) PARTICIPATING IN THE RIGHTS OFFERING MUST VOTE IN FAVOR OF THE PLAN AND CONSENT TO THE RELEASES PROVIDED THEREIN. ANY EXERCISE OF PURCHASE RIGHTS, WHETHER BY SUBMISSION INTO A ELIGIBLE-HOLDER CONTRA-CUSIP OR THROUGH AN ELIGIBILITY CERTIFICATE AND SUBSCRIPTION FORM, IF APPLICABLE, THAT CANNOT BE MATCHED (THROUGH A VOLUNTARY OFFERING INSTRUCTION NUMBER) TO A VOTE TO ACCEPT THE PLAN ON A BALLOT SUBMITTED IN COMPLIANCE WITH THE SOLICITATION PROCEDURES ORDER ENTERED BY THE BANKRUPTCY COURT AT DOCKET NO. [ ] WILL BE REJECTED AND DEEMED INVALID, AND THE PURPORTED EXERCISE OF THE PURCHASE RIGHTS BY SUCH ELIGIBLE HOLDER SHALL BE NULL AND VOID.**

2. *Exemption From Securities Act Registration; Absence of Listing*

The New First Lien High Yield Notes, the New Second Lien Convertible Notes to be issued in connection with the Rights Offering and the shares of New Exide Common Stock shall be issued on the Plan Effective Date, or as soon as practicable thereafter, pursuant to the exemption provided under section 4(a)(2) of the Securities Act, and such shares will be "restricted shares," which may not be sold or transferred in the absence of an effective registration statement under the Securities Act or an available exemption from registration thereunder.

*Please refer to Section VI.F.4 “Section 1145 Exemptions,” and VII.G.2 “Reliance on Exemptions from Registration Under the Securities Act” of the Disclosure Statement for a more detailed discussion regarding the applicability of federal and state securities laws to the Rights Offering.*

The Purchase Rights will not be listed on any national securities exchange or listed or quoted in any over-the-counter market.

3. *Issuance of New Exide Common Stock, New First Lien High Yield Notes, New Second Lien Convertible Notes through DTC*

The Reorganized Debtor intends that the New First Lien High Yield Notes, the New Second Lien Convertible Notes, and the New Exide Common Stock will be issued in book entry form, except with respect to persons that may be deemed underwriters under section 1145(b) of the Bankruptcy Code, and that DTC, or its DTC Participating Nominee, will be the sole holder of record of such New Exide Common Stock. The ownership interest of each holder of such New First Lien High Yield Notes, New Second Lien Convertible Notes, and/or New Exide Common Stock, and transfers of ownership interests therein, will be recorded on the records of the DTC Participating Nominees. The issuance of each of the New First Lien High Yield Notes, the New Second Lien Convertible Notes and the New Exide Common Stock will be exempt from registration under the Securities Act. See “Exemption From Securities Act Registration; Absence of Listing” above.

4. *Fractional Shares*

No fractional shares will be issued in the Rights Offering. All share allocations will be calculated to one decimal point and rounded down to the closest whole share.

5. *Reservation of Purchase Rights*

Notwithstanding anything contained herein, the Disclosure Statement or the Plan to the contrary, the Debtor, with the consent of the Requisite Backstop Parties, reserves the right to modify or adopt additional procedures consistent with the provisions of these Rights Offering Procedures and the Backstop Commitment, to effectuate the New Money Investment and more efficiently administer the Rights Offering or make such other changes to the Rights Offering, including the criteria for eligibility to participate in the Rights Offering, as necessary in the Debtor’s or Reorganized Debtor’s business judgment to more efficiently administer the distribution and exercise of the Purchase Rights, to comply with the practices and procedures of DTC or to comply with applicable law; provided, however, that the Debtor shall provide prompt notice to the Backstop Parties of any material modification to these Rights Offering Procedures made after the commencement of the New Money Investment. In so doing, the Debtor may execute and enter into agreements and take further action that the Debtor determines in good faith are necessary and appropriate to effect and implement the New Money Investment. Nothing in this paragraph shall be construed to permit the Debtor to modify the terms of the

Backstop Commitment Agreement or the Rights Offering Procedures without the consent of the subscriber to such agreement or the Backstop Parties.

6. *Inquiries and Documentation*

Questions relating to these Rights Offering Procedures or any of the requirements for exercising Purchase Rights or otherwise participating in the Rights Offering should be directed to the Rights Offering Subscription Agent at:

If by hand delivery or overnight courier:

Exide Technologies  
c/o GCG  
5151 Blazer Parkway, Suite A  
Dublin, Ohio 43017

If by first class mail:

Exide Technologies  
c/o GCG  
P.O. Box 9985  
Dublin, Ohio 43017-5985  
(888) 985-9831 (Toll Free)  
(614) 763-6120 (Toll)  
exideinfo@gcginc.com

All documents relating to the Rights Offering are available from the Rights Offering Subscription Agent at these addresses. In addition, these documents, together with all filings made with the Bankruptcy Court by the Debtor, are available free of charge from the Debtor's restructuring website: [www.exiderestructuringinfo.com](http://www.exiderestructuringinfo.com).

**Exhibit 2**

**Eligibility Certificate and Subscription Form**

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

	)	
In re:	)	Chapter 11
	)	
EXIDE TECHNOLOGIES,	)	Case No. 13-11482 (KJC)
	)	
Debtor.	)	
	)	

**ELIGIBILITY CERTIFICATION AND SUBSCRIPTION FORM  
TO BE COMPLETED BY HOLDERS OF 8 5/8% SENIOR SECURED NOTES DUE 2018  
BEARING CUSIP NUMBERS 302051AQ0 AND 302051AP2**

**ELIGIBILITY CERTIFICATION AND SUBSCRIPTION FORMS AND  
RIGHTS OFFERING PAYMENTS MUST BE RECEIVED  
BY THE RIGHTS OFFERING SUBSCRIPTION AGENT NO LATER THAN  
5:00 P.M. PREVAILING NEW YORK CITY TIME ON  
[•], 2015 (THE “RIGHTS OFFERING EXPIRATION DATE”).**

To Eligible Holders of Senior Notes Claims:

On [•], 2015, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered the Order (A) Approving the Adequacy of the Debtor’s Disclosure Statement; (B) Approving Solicitation and Notice Procedures with Respect to Confirmation of the Debtor’s Proposed Plan of Reorganization; (C) Approving the Form of Various Ballots and Notices in Connection Therewith; and (D) Scheduling Certain Dates with Respect Thereto [Docket No. \_\_\_\_] (the “Disclosure Statement Order”) that, among other things, (a) approved the adequacy of the Disclosure Statement With Respect to the Plan of Reorganization of Exide Technologies (as amended from time to time and including all exhibits and supplements thereto, the “Disclosure Statement”) filed in support of the Plan of Reorganization of Exide Technologies (as amended from time to time and including all exhibits thereto, the “Plan”) and (b) authorized the above-captioned debtor and debtor in possession (the “Debtor” or “Exide”) to solicit acceptances or rejections of the Plan from holders of Impaired Claims who are (or may be) entitled to receive distributions under the Plan.

On [•], 2015, the Bankruptcy Court entered an order (the “Rights Offering Procedures Order”) approving, among other things, these procedures (the “Rights Offering Procedures”) for the conduct of, and participation in, the Rights Offering (defined below).

**OVERVIEW OF THE RIGHTS OFFERING**

Subject to the Bankruptcy Court’s confirmation of the Plan, the Debtor is effectuating an offering of (i) rights (the “New Money Investment Rights”) to purchase (the “New Money Investment”) second lien convertible notes (the “New Second Lien Convertible Notes”), and (ii) rights (the “DIP Term Loan Refinancing Rights,” and together with the New Money Investment Rights, the “Purchase Rights”) to purchase the consideration (the “DIP Term Loan Consideration”) that would otherwise be distributed to holders of DIP Term Loan Claims (the “DIP Term Loan Refinancing Option”), to holders of 8 5/8% Senior Secured Notes due 2018 (“Senior Notes”) that are Eligible Holders (defined below) and hold the Senior Notes as of [•], 2015 (the “Rights Offering Record Date,” which coincides with the Rights Offering Expiration Date). The New Money Investment and DIP Term Loan Refinancing Option shall collectively be referred to as the “Rights Offering.”

In connection with the Rights Offering, each Eligible Holder shall receive its Pro Rata allocation of Purchase Rights to purchase New Second Lien Convertible Notes and/or the DIP Term Loan Consideration. Each Eligible Holder's Pro Rata allocation of Purchase Rights shall be calculated as the proportion that an Eligible Holder's Senior Notes Claim bears to the aggregate of all Senior Notes Claims as of the Rights Offering Record Date.

Holders who are not Eligible Holders as of the Rights Offering Record Date shall not be permitted to participate in the Rights Offering.

Pursuant to the Plan, the Purchase Rights are being offered to Eligible Holders of Senior Notes Claims as of the Rights Offering Record Date. Each Eligible Holder of a Senior Notes Claim as of the Rights Offering Record Date has the right, but not the obligation, to purchase New Second Lien Convertible Notes and participate in the DIP Term Loan Refinancing Option, pursuant to the Rights Offering, upon exercise of the Purchase Rights.

The Debtors have designated GCG, Inc. as the Rights Offering Subscription Agent for the Rights Offering (the "Rights Offering Subscription Agent").

**IF YOU PARTICIPATE IN THE RIGHTS OFFERING, YOU MAY NOT TRADE OR OTHERWISE TRANSFER YOUR SENIOR NOTES AFTER THE RIGHTS OFFERING RECORD DATE. IF YOU PURPORT TO TRADE OR TRANSFER YOUR SENIOR NOTES AFTER THE RIGHTS OFFERING RECORD DATE, SUCH TRANSFER SHALL BE NULL AND VOID *AB INITIO*. BEFORE THE DEBTOR MAKES DISTRIBUTIONS PURSUANT TO THE RIGHTS OFFERING AND PLAN, YOU WILL BE REQUIRED TO CERTIFY THAT YOU CONTINUED TO HOLD THE SENIOR NOTES THROUGH THE DISTRIBUTION RECORD DATE.**

You are receiving this Noteholder Eligibility Certification and Subscription Form (the "Eligibility Certification and Subscription Form") because you have been identified as the beneficial owner of Senior Notes (the "Beneficial Owners"). Except as indicated below with respect to the exercise of Purchase Rights through the practices and procedures of DTC, in order to elect to participate in the Rights Offering, you must work with your DTC-participating broker nominee (a "DTC Participating Nominee") to complete this Eligibility Certification and Subscription Form.

TO PARTICIPATE IN THE RIGHTS OFFERING, YOU MUST:

1. **Complete** Section 1 by certifying the Beneficial Owner's status as either (i) a "Qualified Institutional Buyer"<sup>1</sup> or (ii) an "Accredited Investor."<sup>2</sup>
2. **Complete** Section 2 by providing the name and account information of the Beneficial Owner.
3. **Complete** Section 3 by providing the total amount (principal only) of Senior Notes held by the Beneficial Owner as of the Rights Offering Record Date.
4. **Determine** whether the Beneficial Owner seeks to participate in the New Money Investment, and if so, complete Section 4 on behalf of the Beneficial Owner. The Beneficial Owner must be an Eligible Holder to participate in the New Money Investment.
5. **Determine** whether the Beneficial Owner seeks to participate in the DIP Term Loan Refinancing, and if so, complete Section 5 on behalf of the Beneficial Owner. The Beneficial Owner must be an Eligible Holder to participate in the DIP Term Loan Refinancing.
6. **Calculate** the total Rights Offering Payment in Section 6.
7. **Complete** Section 7 and provide the Rights Offering Subscription Agent with instructions to wire any applicable refunds.

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<sup>1</sup> See Annex I attached hereto for the definition of "Qualified Institutional Buyer."

<sup>2</sup> See Annex II attached hereto for the definition of "Accredited Investor."

8. **Complete** Section 8 and provide the Rights Offering Subscription Agent with instructions needed to make a distribution of New Second Lien Convertible Notes and New Exide Common Stock.
9. **Complete** Section 9 and certify that the information contained in this Eligibility Certification and Subscription Form is true and correct. Please include the appropriate signature.
10. **Affix** the DTC Participating Nominee's medallion guarantee in Section 10.
11. **Return the Form** to the Rights Offering Subscription Agent on or before the Rights Offering Expiration Date: (i) in the pre-addressed envelope provided, (ii) if by overnight courier or hand delivery to: Exide Technologies, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, Ohio, 43017, or (iii) if by first-class mail, to: Exide Technologies, c/o GCG, P.O. Box 9985, Dublin, Ohio 43017-5985.
12. **Deliver the Rights Offering Payment for the Purchase Rights Exercised** to the Rights Offering Subscription Agent so it is received and processed on or before the Rights Offering Expiration Date. The Rights Offering Payment must be made by wire transfer pursuant to the instructions found in Section 7 of this Eligibility Certification and Subscription Form.

**The Rights Offering Subscription Agent must actually receive your Eligibility Certification and Subscription Form together with your Rights Offering Payment by the Rights Offering Expiration Date, or the exercise of your Purchase Rights shall be void and your Purchase Rights will be forfeited and cancelled. The Debtor shall not be obligated to honor any purported exercise of Purchase Rights received by the Rights Offering Subscription Agent after the Rights Offering Expiration Date, regardless of when the documents relating to such exercise were sent.**

The Senior Notes are held in book-entry form through the facilities of DTC. If the practices and procedures of DTC are available for these purposes, the Debtor intends that the Rights Offering will be conducted through DTC, and the Rights Offering Procedures will be modified as necessary to comply with such practices and procedures. In that case, in order to participate in the Rights Offering, Eligible Holders will be required to instruct their DTC Participating Nominees to exercise the Purchase Rights on their behalf, and will be required to remit payment of the Rights Offering Payment through DTC, before the Rights Offering Expiration Date. Exercise of Purchase Rights in accordance with the practices and procedures of DTC will constitute execution and delivery of an Eligibility Certificate and Subscription Form. In all other respects, the Rights Offering Procedures will be the same.

**BEFORE EXERCISING ANY PURCHASE RIGHTS YOU SHOULD READ THE PLAN AND THE DISCLOSURE STATEMENT.**

**EACH ELIGIBLE HOLDER PARTICIPATING IN THE RIGHTS OFFERING MUST VOTE IN FAVOR OF THE PLAN AND CONSENT TO THE RELEASES PROVIDED THEREIN. ANY ELIGIBILITY CERTIFICATE AND SUBSCRIPTION FORM THAT CANNOT BE MATCHED TO A CORRESPONDING VOTE TO ACCEPT THE PLAN ON A BALLOT SUBMITTED IN COMPLIANCE WITH THE SOLICITATION PROCEDURES ORDER ENTERED BY THE BANKRUPTCY COURT AT DOCKET NO. [ ] WILL BE REJECTED AND DEEMED INVALID, AND THE PURPORTED EXERCISE OF THE PURCHASE RIGHTS BY SUCH ELIGIBLE HOLDER SHALL BE NULL AND VOID.**

**Questions.** If you have any questions about this Eligibility Certificate and Subscription Form or the exercise procedures described herein, please contact the Rights Offering Subscription Agent toll-free at (888) 985-9831.

**SECTION 1**  
**CERTIFYING THE STATUS OF BENEFICIAL OWNER**

**Status under Securities Law.** Please use the chart below to certify whether the Beneficial Owner is either a “Qualified Institutional Buyer” or an “Accredited Investor”. Please make only one selection.

<b>Section 1(a)</b>	The holder is a “Qualified Institutional Buyer”	Y	N	
If you checked “Yes” to the above box, please indicate the applicable category and subcategory, if applicable ( <i>e.g.</i> , (1)(i)(B)) of the definition of Qualified Institutional Buyer from Annex I attached hereto: _____.				
<b>Section 1(b)</b>	The holder is an “Accredited Investor”	Y	N	
If you checked “Yes” the above box, please indicate applicable category ( <i>e.g.</i> , (1) through (8)) of the definition of Accredited Investor from Annex II attached hereto: _____.				

**SECTION 2**  
**BENEFICIAL OWNER ACCOUNT INFORMATION**

**Account Information for Beneficial Owner.** Identify the account in which the Senior Notes were held on the Rights Offering Record Date, and optionally identify the Beneficial Owner.

DTC Participating Nominee:	
DTC Participating Nominee Number:	
Beneficial Owner Account Number at DTC Participating Nominee:	
Name of Beneficial Owner of Senior Notes:	

**SECTION 3**  
**AMOUNT OF SENIOR NOTES**

**Amount of Senior Notes.** State the principal amount of the Senior Notes held in the account (identified in Section 2) as of the Rights Offering Record Date.

\$	_____ <b>[A]</b>
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**SECTION 4**  
**SUBSCRIPTION FOR NEW MONEY INVESTMENT**

**New Money Investment Rights.** Pursuant to the Plan, and the accompanying Rights Offering Procedures, each Eligible Holder is entitled to participate in the New Money Investment Rights Offering on a *pro rata* basis. To subscribe, complete Sections 4(a) and 4(b) below.

**Section 4(a). Calculation of the Maximum Dollar Amount of New Second Lien Convertible Notes.** The factor in Section 4(a) converts the principal amount of your Senior Notes into the number of New Money Investment Rights allocated to that principal amount to arrive at the maximum dollar amount of New Second Lien Convertible Notes for which you may subscribe. For this purpose, your principal amount is adjusted by a factor that incorporates the Senior Notes Claim, as it relates to the aggregate of all Senior Notes Claims. The maximum amount of Second Lien Notes for which you may subscribe is calculated as follows:

_____ (Insert Principal Amount from Section 2)  <p style="text-align: center;">[A]</p>	X	_____ (Factor)	=	_____ (Maximum Dollar Amount of New Second Lien Convertible Notes Rounded Down to Nearest Whole Number)  <p style="text-align: center;">[B]</p>
-------------------------------------------------------------------------------------------------	---	-------------------	---	----------------------------------------------------------------------------------------------------------------------------------------------------------

**Section 4(b). Exercise Amount.** By filling in the following blanks, you are indicating that you are interested in purchasing the amount of Second Lien Notes specified below (specify a dollar amount of New Second Lien Convertible Notes not greater than the Maximum Dollar Amount of New Second Lien Convertible Notes calculated in Section 4(a), on the terms of and subject to the conditions set forth in the Rights Offering Procedures.

_____ (Indicate Dollar Amount of New Second Lien Convertible Notes You Wish to Purchase)  <p style="text-align: center;">[C]</p>	X	_____ (Purchase Price of New Second Lien Convertible Notes)	=	\$ _____ Amount of Rights Offering Payment for New Money Investment  <p style="text-align: center;">[D]</p>
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**Payment in full for the New Second Lien Convertible Notes you have elected to purchase through the exercise of the New Money Investment Rights must be delivered to the Rights Offering Subscription Agent so that it is received and processed by the Rights Offering Subscription Agent on or before the Rights Offering Expiration Date. Any failure to timely pay for the exercise of New Money Investment Rights will result in the forfeit and cancellation of such Purchase Rights.**

**SECTION 5**  
**DIP TERM LOAN REFINANCING**

**DIP Term Loan Refinancing Rights.** Pursuant to the Plan and Rights Offering, each Eligible Holder is entitled to participate in the DIP Term Loan Refinancing Rights Offering on a *pro rata* basis. To subscribe, complete Sections 5(a) and 5(b) below.

**Section 5(a). Calculation of the Amount of DIP Term Loan Refinancing Option.** The factor in Section 5 converts your principal amount of your Senior Notes into the number of DIP Term Loan Refinancing Rights allocated to that principal amount to arrive at the maximum amount of DIP Term Loan Refinancing Option, the *pro rata* share of the consideration to be distributed to DIP Term Loan Claims under the Plan, for which you may subscribe. For this purpose, your principal amount is adjusted by a factor that incorporates the Senior Notes Claim, as it relates to the aggregate of all Senior Notes Claims. The maximum amount of DIP Term Loan Refinancing Option for which you may subscribe is calculated as follows:

(Insert Principal Amount from Section 2)  [A]	X	(Factor)	=	(Maximum Amount of DIP Term Loan Refinancing Option) Rounded Down to Nearest Whole Number  [E]
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**Section 5(b). Exercise Amount.** By filling in the following blanks, you are indicating that you are interested in purchasing the amount of DIP Term Loan Refinancing Option specified below (specify an amount of DIP Term Loan Refinancing Option not greater than the Maximum Amount of DIP Term Loan Refinancing Option figure calculated in Section 5(a)), on the terms of and subject to the conditions set forth in the Rights Offering Procedures.

(Indicate Amount of DIP Term Loan Refinancing Option You Wish to Purchase)  [F]	X	(Purchase Price of DIP Term Loan Refinancing Option)	=	\$ _____ Amount of Rights Offering Payment for DIP Term Loan Refinancing Option  [G]
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**Payment in full for the DIP Term Loan Refinancing Option you have elected to purchase through the exercise of the DIP Term Loan Refinancing Rights must be delivered to the Rights Offering Subscription Agent so that it is received and processed by the Rights Offering Subscription Agent on or before the Rights Offering Expiration Time. Any failure to timely pay for the exercise of DIP Term Loan Refinancing Rights will result in the forfeit and cancellation of such DIP Term Loan Refinancing Rights.**

**[PROVISIONS PERTAINING TO OVERSUBSCRIPTION TO COME]**

**SECTION 6**  
**TOTAL RIGHTS OFFERING PAYMENT**

**Total Rights Offering Payment.** Please calculate the total amount of your Rights Offering Payment.

(Total Amount of Rights Offering Payment for New Money Investment)  <div style="text-align: right;"><b>[D]</b></div>	+	(Total Amount of Rights Offering Payment for DIP Term Loan Refinancing Option)  <div style="text-align: right;"><b>[G]</b></div>	=	\$ _____ Total Amount of Rights Offering Payment  <div style="text-align: right;"><b>[H]</b></div>
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**SECTION 7**  
**WIRE INSTRUCTIONS FOR REMITTING PAYMENT**

**Wire Delivery Instructions for Rights Offering Payment.** Deliver the total Rights Offering Payment, indicated in Section 6 (in the box marked “[H]” above), to the Rights Offering Subscription Agent so that it is received and processed on or before the Rights Offering Expiration Date. The wire instruction must include the Eligible Holder’s name and the last four digits of the Eligible Holder’s Tax Identification Number to permit the Rights Offering Subscription Agent to reconcile this Eligibility Certificate and Subscription Form with the wire. Payment must be made by wire transfer as follows:

Account Name:

Account No.:  
 ABA/Routing No.:  
 Bank Name:  
 Bank Address:

Ref: Exide Rights Offering – [Insert Entity Name & Last 4 Digits of TIN]

**SECTION 8**  
**WIRE INSTRUCTIONS FOR RECEIVING REFUND**

**Wire Delivery Instructions for Refunds.** Any refund or return of the Rights Offering Payment to which the Eligible Holder is entitled should be made by wire transfer as follows:

Account Name: \_\_\_\_\_

Account No.: \_\_\_\_\_

ABA/Routing No.: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

Ref: \_\_\_\_\_

**SECTION 9**  
**DELIVERY INSTRUCTIONS FOR SECURITIES**

**Account Information for Delivery of New Second Lien Convertible Notes.** Please provide the following information with respect to the securities account with your DTC Participating Nominee into which the New Second Lien Convertible Notes that you are entitled to receive pursuant to the Rights Offering and New Exide Common Stock that you are entitled to receive pursuant to the Plan are to be delivered by “DWAC” or otherwise.

Name of DTC Participating Nominee	
DTC Participating Nominee Number:	
Contact:	
Street Address:	
Telephone Number:	
E-Mail Address:	
Beneficial Owner’s Account Number:	

**SECTION 10  
CERTIFICATION**

By its signature, the DTC Participating Nominee certifies that the information contained in this Eligibility Certificate and Subscription Form is true and correct and that the DTC Participating Nominee has the authority to execute this Form on behalf of the Beneficial Owner. Specifically, the signatory certifies that (i) he/she is the DTC Participating Nominee for the Beneficial Owner of Senior Notes Claims identified in Section 3 of this Eligibility Certification and Subscription Form, (ii) he/she has received a copy of the Plan, the Disclosure Statement, and the Rights Offering Procedures, and has submitted a vote through a master ballot for the Beneficial Owner to accept the Plan and consent to the releases contained therein, and (iii) he/she understand that the exercise of rights is subject to all of the terms and conditions set forth in the Plan, Disclosure Statement, and Rights Offering Procedures.

**I acknowledge that by executing this Eligibility Certificate and Subscription Form on behalf of the Beneficial Owner, the Beneficial Owner waives and releases, to the fullest extent permitted under applicable law, all rights, claims or causes of action against the Debtor, Reorganized Debtor, the Backstop Parties, Consenting Creditors and each of their respective affiliates, officers, directors, counsel and advisors, arising out of or related to the Rights Offering and the receipt, delivery, disbursements, calculations, transmission or segregation of cash and/or Purchase Rights, except to the extent such rights, claims or causes of action arise from any act of gross negligence or willful or intentional misconduct or fraud.**

Nominee: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone \_\_\_\_\_

E-mail Address \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION 11  
MEDALLION GUARANTEE**

**Medallion Guarantee.** Please affix a medallion guarantee below.

Signature(s) Guaranteed: Medallion Guarantee Stamp <small>THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (Banks, Stockbrokers, Savings and Loan Associations and Credit Unions) WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15.</small>

*If by hand delivery or overnight courier:*

*Exide Technologies  
c/o GCG  
5151 Blazer Parkway, Suite A  
Dublin, Ohio 43017*

*If by first class mail:*

*Exide Technologies  
c/o GCG  
P.O. Box 9985  
Dublin, Ohio 43017-5985  
(888) 985-9831 (Toll Free)  
(614) 763-6120 (Toll)*

Annex IQualified Institutional Buyer Definition

“Qualified Institutional Buyer” pursuant to Rule 144A promulgated under the Securities Act of 1933, as amended (the “Act”), is defined as follows:

- (1) (i) Any of the following entities, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with the entity:
- (A) any “insurance company” as defined in Section 2(a)(13) of the Act;<sup>1</sup>
  - (B) any “investment company” registered under the Investment Company Act or any “business development company” as defined in Section 2(a)(48) of the Investment Company Act;
  - (C) any “small business investment company” licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;
  - (D) any “plan” established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;
  - (E) any “employee benefit plan” within the meaning of Title I of the Employee Retirement Income Security Act of 1974;
  - (F) any trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in paragraph (D) or (E) above, except trust funds that include as participants individual retirement accounts or H.R. 10 plans;
  - (G) any “business development company” as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (the “Investment Advisers Act”);
  - (H) any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation (other than a bank as defined in Section 3(a)(2) of the Act or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Act or a foreign bank or savings and loan association or equivalent institution), partnership or Massachusetts or similar business trust; and
  - (I) any “investment adviser” registered under the Investment Advisers Act.

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<sup>1</sup> A purchase by an insurance company for one or more of its separate accounts, as defined by Section 2(a)(37) of the Investment Company Act of 1940 (the “Investment Company Act”), which are neither registered under Section 8 of the Investment Company Act nor required to be so registered, shall be deemed to be a purchase for the account of such insurance company.

(ii) Any “dealer” registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$10 million of securities of issuers that are not affiliated with the dealer; provided, that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such a dealer;

(iii) any “dealer” registered pursuant to Section 15 of the Exchange Act acting in a riskless principal transaction on behalf of a qualified institutional buyer;

Note:

A registered dealer may act as agent, on a non-discretionary basis, in a transaction with a Qualified Institutional Buyer without itself having to be a Qualified Institutional Buyer.

(iv) any investment company registered under the Investment Company Act, acting for its own account or for the accounts of other qualified institutional buyers, that is part of a “family of investment companies” which own in the aggregate at least \$100 million in securities of issuers, other than issuers that are affiliated with the investment company or are part of such family of investment companies. “Family of investment companies” means any two or more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, that have the same investment adviser (or, in the case of unit investment trusts, the same depositor), provided that, for purposes of this rule:

(A) Each series of a series company (as defined in Rule 18f-2 under the Investment Company Act) shall be deemed to be a separate investment company; and

(B) Investment companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries of the same parent, or if one investment company’s adviser (or depositor) is a majority-owned subsidiary of the other investment company’s adviser (or depositor);

(v) any entity, all of the equity owners of which are Qualified Institutional Buyers, acting for its own account or the accounts of other Qualified Institutional Buyers; and

(vi) any “bank” as defined in Section 3(a)(2) of the Act, any savings and loan association or other institution as referenced in Section 3(a)(5)(A) of the Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other Qualified Institutional Buyers, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least \$25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of sale under Rule 144A of the Act in the case of a U.S. bank or savings and loan association, and not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution.

(2) In determining the aggregate amount of securities owned and invested on a discretionary basis by an entity, the following instruments and interests shall be excluded: bank deposit notes and certificates of deposit; loan participations; repurchase agreements; securities owned but subject to a repurchase agreement; and currency, interest rate and commodity *swaps*.

(3) The aggregate value of securities owned and invested on a discretionary basis by an entity shall be the cost of such securities, except where the entity reports its securities holdings in its financial statements on the basis of their market value, and no current information with respect to the cost of those securities has been published. In the latter event, the securities may be valued at market for purposes of this section.



(4) In determining the aggregate amount of securities owned by an entity and invested on a discretionary *basis*, securities owned by subsidiaries of the entity that are consolidated with the entity in its financial statements prepared in accordance with generally accepted accounting principles may be included if the investments of such subsidiaries are managed under the direction of the entity, except that, unless the entity is a reporting company under Section 13 or 15(d) of the Exchange Act, securities owned by such subsidiaries may not be included if the entity itself is a majority-owned subsidiary that would be included in the consolidated financial statements of another enterprise.

(5) For purposes of this section, “riskless principal transaction” means a transaction in which a dealer buys a security from any person and makes a simultaneous offsetting sale of such security to a Qualified Institutional Buyer, including another dealer acting as riskless principal for a Qualified Institutional Buyer.

Annex II

Accredited Investor Definitions

“Accredited Investor” as defined in Rule 501 of Regulation D of the Securities Act of 1933 (the “Act”) shall mean any person who comes within any of the following categories:

- (1) Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are Accredited Investors;
- (2) Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;
- (3) Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
- (4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
- (5) Any natural person whose individual net worth, or joint net worth with that persons spouse, at the time of his purchase exceeds \$1,000,000;
- (6) Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that persons spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
- (7) Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Act; and
- (8) Any entity in which all of the equity owners are Accredited Investors.

**EXHIBIT B**

**Subscription Agent and Distribution Agent Services Agreement**

## SUBSCRIPTION AGENT AND DISTRIBUTION AGENT SERVICES AGREEMENT

This Subscription Agent and Distribution Agent Services Agreement (“Agreement”) is entered into effective as of [ ], 2014 by and between Exide Technologies (the “Company”), a Delaware corporation and The Garden City Group, Inc. (“GCG”), a Delaware corporation. This Agreement supplements, to the extent provided for herein, the Bankruptcy Administration Agreement, dated May 8, 2013, between the Company and GCG (“Bankruptcy Agreement”). In consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. **Engagement.** The Company hereby supplements the scope of GCG’s retention to encompass additional administrative services including, but not limited to: (i) serving as the Company’s “Subscription Agent” in connection with the Rights Offering and DIP Term Loan Refinancing Option Investment Option (as such terms are defined in the Plan of Reorganization of Exide Technologies, dated November 17, 2014 (as amended or modified, the “Plan”) and collectively referred to herein as the “Rights Offering”);<sup>1</sup> (ii) serving as the Company’s “Distribution Agent” under the Plan; and (iii) handling any and all related administrative services as needed. The services described in clauses (i), (ii), and (iii), and any related services, are hereinafter referred to as the “Supplemental Services.”
  - a. **Subscription Agent.** As Subscription Agent, GCG’s services will include, but will not be limited to: assisting the Company and its counsel with developing the forms and procedures necessary to administer the Rights Offering; coordinating with The Depository Trust Company (“DTC”) and the DTC’s participating brokers, opening the relevant “envelopes” on DTC’s system, and serving as the Company’s agent within the context of DTC’s Automated Tender Offer Program (“ATOP”) and/or Automated Subscription Offer Program (“ASOP”); launching the Rights Offering and disseminating notice thereof through mail, DTC’s notice platform, or otherwise; opening and managing the appropriate bank account(s) for the Company in connection with the Rights Offering; collecting and processing any forms or other documents (if necessary); receiving and managing payments, processing refunds (if necessary), and making any distribution(s) to the Company (as authorized and directed by the Company); providing interim and final results to the Company and counsel regarding the participation in the Rights Offering; assisting with the distribution of entitlement securities and/or cash pursuant to the Rights Offering; handling inquiries from parties in interest; and providing any and all additional and related services.

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<sup>1</sup> All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Plan.

- b. **Distribution Agent.** As Distribution Agent, GCG's services will include, but will not be limited to: assisting the Company and counsel with finalizing distribution mechanics; generating reports from GCG's database and the official claims register to be used to make distributions ("Distributions") to creditors (each, an "Entitlement Report"); handling the distribution of cash or other consideration (if required under the Plan); opening and maintaining Distribution Accounts (defined below), drafting a form check stub and legend, generating and mailing checks, and handling undeliverable, uncashed, and/or returned checks; coordinating with the Company's transfer agent and indenture trustee, DTC, and DTC's participating brokers (if necessary) on the distribution of new securities (debt and equity) under the Plan; collaborating with the Company, DTC, and the Company's indenture trustee and transfer agent to cancel any "old" securities; crafting and mailing any distribution-related notices; handling inquiries from creditors and other parties in interest; and providing any and all additional and related services.

GCG shall make distributions in accordance with the Plan and the written instructions of the Company or its agents including without limitation, Company counsel, Skadden, Arps, Slate, Meagher & Flom LLP; the Company's financial advisors, Alvarez & Marsal; and any other professional retained by the Company (collectively, its "Agents"). The claims payees ("Distributees"), amounts to be distributed to each Distributee, amounts to be withheld (if any) and the timing of each Distribution will be confirmed and directed by the Company.

2. **Distribution Account.**

- a. For purposes of making distributions of cash, the Company shall work with GCG to establish one or more domestic non-interest bearing bank accounts, using the Company's Tax Identification Number (the "Distribution Accounts"), from which all Cash Distributions will be made, via check or wire transfer.
- b. GCG will open and maintain the Distribution Accounts with a bank mutually acceptable to GCG and the Company (the "Bank"), and GCG will have the authority to engage in all transactions necessary to administer the funds from the Distribution Accounts and deliver any instructions to the Bank regarding the Distribution Accounts that are necessary to perform the Supplemental Services required in accordance with the terms outlined herein. GCG will receive statements from the Bank regarding the activity of the Distribution Accounts, which it shall provide to the Company upon request. GCG senior executive management officers will be the signatories on the Distribution Accounts; provided that GCG shall not be the owner nor shall it have any interest, economic or otherwise, in the Distribution Accounts.
- c. The Company shall fund the Distribution Accounts from time to time by wire payment, as requested by GCG, in amounts sufficient to make cash Distributions authorized by the Company. The Company will fund the Distribution Accounts by wire payment no later than two business days (48 hours) before each Distribution, with sufficient funds for GCG to make, in full, all payments to all Distributees in connection with each Distribution. GCG will draw upon the funds in the Distribution Accounts as required

in order to make Distributions and any applicable tax withholding payments on behalf of those entities entitled to Distributions, as directed by the Company or its Agents.

- d. Distributions of cash to holders of securities whose securities are held at DTC may be made by wire transfer to DTC or to the bank, broker or other securities nominee of such creditors, by check or wire transfer. GCG shall consult with the Company regarding such Distributions.

**3. Taxes**

- a. The Company or its Agents will be responsible for determining any and all tax withholding and reporting obligations that may be required for each Distributee in connection with each Distribution as required by applicable law. To the extent the Company requests that GCG collect W-8 and/or W-9 tax forms, GCG will forward to the Company and/or its Agents the W-8 and W-9 tax forms GCG collects, if any. The Company acknowledges and agrees that it has full, complete and final authority regarding all determinations concerning withholding and reporting requirements and responsibilities in accordance with applicable tax withholding and reporting regulations. GCG will not perform any management or oversight functions in connection with the Distributions nor will it have an economic interest in the payment. The Company hereby acknowledges that GCG is simply an administrator making Distributions at the request of the Company.
- b. The Company shall indemnify, defend and hold GCG harmless from and against any tax, late payment, interest, penalty or other cost or expense that may be assessed against GCG arising out of or in connection with the performance of GCG's obligations under the terms of this Section 3 unless such tax, late payment, interest, penalty or other expense was directly and solely caused by gross negligence, willful misconduct, and/or fraud of GCG. The indemnification provided by this Section 3 is in addition to the indemnification provided in Section 9 hereof and Section 7 of the Bankruptcy Agreement and shall survive the resignation or removal of GCG as the Administrative Agent, Subscription Agent, or Distribution Agent and the termination of this Agreement.

- 4. Compensation.** As full compensation for the Supplemental Services to be provided by GCG in connection with this Agreement, the Company agrees to pay GCG its fees and expenses (including, without limitation, fees and expenses of counsel and tax and accounting professionals) in accordance with the terms and provisions outlined in the Bankruptcy Agreement.

5. **Timeliness and Accuracy of Records.** GCG assumes for purposes of providing Supplemental Services in connection with this Agreement that the records of the Company or its Authorized Representatives (as defined below) are accurate, received in a timely fashion and in good order so that utilization of the records may be completed efficiently and additional balancing and/or correcting of the records shall not be required. If the records are received late, or are inaccurate, incomplete and/or otherwise not in good order, the Supplemental Services, including any distributions or other deliverables, may need to be delayed and additional fees may apply as appropriate for time spent correcting and/or balancing the records.
6. **Authorized Representatives.** Any of the Company's employees, any of the Company's counsel, or any of its agents (including, without limitation, any of the Agents) (collectively, such employees, counsel and Agents, "Authorized Representatives"), may provide binding instructions on behalf of the Company to GCG under this Agreement.
7. **Reliance upon Certificates and Instructions.** GCG shall be protected in relying and acting, or refusing to act if so instructed, without further investigation upon any certificate or certification, instruction, direction, statement, request, consent, agreement, records, or other instrument (collectively "Certificates and Instructions") whatsoever furnished to GCG by an Authorized Representative of the Company, not only as to its due execution and validity and the effectiveness of its provisions, but also as to the truth and accuracy of any information therein contained, which GCG shall in good faith believe to be genuine or to have been signed or presented by a proper person or persons. GCG shall have no responsibility or liability for the accuracy or inaccuracy of such Certificates and Instructions.
8. **Advice of Counsel and Others.** GCG may seek and follow, and may rely upon, advice of the Company or its Agents with respect to any action to be taken by GCG hereunder. Further, notwithstanding the provisions of this Section 6, GCG may, when GCG deems it necessary, seek advice of GCG's own counsel and/or tax and accounting advisors in connection with GCG's Supplemental Services hereunder, and GCG shall be entitled to rely in good faith upon any such advice. The Company shall reimburse GCG for any out-of-pocket expenses (including fees and expenses of counsel and other advisors) reasonably incurred by GCG in connection with the provision of advice of counsel and others related to the Supplemental Services.
9. **Indemnification.** The Company will indemnify, defend, protect and hold harmless, to the fullest extent permitted by applicable law, GCG and each of its officers, directors, affiliates, employees and agents (each, an "Indemnified Person") from and against any and all losses, liabilities, claims, costs, damages or expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred or made, arising out of or in connection with the performance of GCG's obligations under this Agreement; provided, however, such indemnification shall not apply to any such act or omission that is (i) finally adjudicated in a final non-appealable judgment by a court of competent jurisdiction to have arisen from GCG's gross negligence, willful misconduct, or fraud, (ii) for a contractual dispute in which the Debtor alleges the breach of GCG's contractual

obligations if the Bankruptcy Court determines that indemnification would not be permissible pursuant to *In re United Artists Theater Co., et al.*, 315 F.3d 217 (3d Cir. 2003), or (iii) settled prior to a judicial determination under (i) or (ii), but determined by the Bankruptcy Court, after notice and a hearing, to be a claim or expense for which GCG should not receive indemnity under the terms of this Agreement and the Bankruptcy Agreement. The indemnities provided by this paragraph shall survive the termination of this Agreement. The Company shall notify GCG promptly, in writing, upon the assertion, threat, or commencement of any claim, action, investigation, or proceeding that the Company becomes aware of with respect to the Supplemental Services provided by GCG under this Agreement. Except to the extent related to gross negligence or willful misconduct, if an Indemnified Person becomes involved in any capacity in any legal or administrative action, suit, proceeding, investigation or inquiry, regardless of the legal theory or the allegations made, the Company will, on demand, advance or pay promptly, on behalf of each Indemnified Person, court costs and reasonable attorneys' fees and disbursements (including but not limited to the cost of any investigation and related preparation) as they are incurred by the Indemnified Person. In the event an Indemnified Person becomes involved in any capacity in any legal or administrative action, suit, proceeding, investigation or inquiry, (i) the Company shall, in consultation with the affected Indemnified Persons, appoint counsel to represent said Indemnified Persons, the consent thereby to which shall not be unreasonably withheld; and (ii) any such Indemnified Person shall have the right, in consultation with the Company (whose consent shall not be unreasonably withheld), to employ such person's own separate counsel, at his, her or its own expense, and such counsel shall have the right to manage such matters for such person. GCG reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Company, but doing so shall not excuse the Company's other indemnity obligations hereunder. This Section 9 is in addition to the indemnification set forth in Section 3 above and Section 7 of the Bankruptcy Agreement.

10. **Limitation of Liability; Limitation on Actions.** GCG shall not be liable under any circumstances to the Company for indirect, special, incidental, punitive or consequential losses or damages of any kind whatsoever, including but not limited to lost profits, whether or not foreseeable, even if GCG or the Company has been advised of the possibility thereof and regardless of the form of action in which such damages are sought, and regardless of whether the Company's claim is for breach of warranty, contract, tort (including negligence), strict liability or otherwise. Except in the case of gross negligence or willful misconduct, in no event shall GCG have liability to the Company, whether direct or indirect, arising out of or in connection with or related to this Agreement. In no event shall GCG's liability to the Company, whether direct or indirect, arising out of or in connection with or related to this Agreement, exceed the total amount billed or billable to the Company for the portion of the particular work that gave rise to the alleged loss.

No action, regardless of form, relating to this Agreement or the Supplemental Services related thereto, may be brought by the Company more than one year after the cause of action has accrued.



The limitations provided by this paragraph 10 shall survive the termination of this Agreement.

**11. Authorizations and Protections. GCG:**

- a. shall have no duties or obligations other than those specifically set forth herein or as may subsequently be agreed to in writing by GCG and the Company and no other duties or obligations shall be implied;
- b. shall have no liability under and no duty to inquire as the provisions of any agreement other than this Agreement and the Plan;
- c. shall have no obligation to make a cash Distribution unless the Company provides the necessary federal or other immediately available United States funds to pay in full amounts due and payable with respect thereto;
- d. shall not be required to make and will make no representations as to, or be responsible for, the validity, sufficiency, value or genuineness of the Plan;
- e. shall make Distributions based on entitlement reports to be approved by the Company and/or its Agents and GCG shall have no obligation nor be responsible for checking the accuracy or veracity of the information contained in the Entitlement Report;
- f. may rely on, and shall be authorized and protected in acting or, if so instructed, not acting, upon any certificate, instrument, opinion, notice, letter, telegram, telex, facsimile transmission, e-mail or other document delivered to GCG by the Company or its Agents and believed by GCG to be genuine and to have been signed by (or in the case of e-mail, transmitted by) the proper party or parties;
- g. may rely on and shall be authorized and protected in acting or, if so instructed, not acting, upon the written (including e-mail), telephonic and oral instructions of any Authorized Representative of the Company (including, without limitation, their Agents) with respect to any matter pursuant to this Agreement; and
- h. shall be afforded such protections, exculpations, limitations on liability and indemnification as GCG may be entitled to under the Plan, by law or otherwise.

**12. GCG's Continuation as Claims and Administrative Agent. Nothing contained herein shall affect the parties' obligations with respect to GCG's retention as the Company's Claims and Noticing Agent and Administrative Agent, pursuant to the Bankruptcy Agreement and the orders of the Bankruptcy Court dated June 11, 2013 and July 9, 2013.**

**13. Amendments. No provision of this Agreement may be changed, waived, discharged or terminated except by an instrument in writing signed by GCG. Any inconsistency between this Agreement on the one hand and the Plan on the other shall be resolved in favor of this Agreement. In the absence of written notice from the Company to the effect that an inconsistency exists between the Plan and this Agreement, GCG shall be entitled to assume that no such inconsistency exists.**

14. **Notices.** In addition to complying with Section 10 of the Bankruptcy Agreement, a copy of such Notices shall be provided to:

The Garden City Group, Inc.  
1985 Marcus Avenue, Suite 200  
Lake Success, New York 11042  
Attention: Karen Shaer, SEVP and General Counsel

15. **Absence of Third Party Beneficiary Rights.** Except as otherwise specifically provided for herein, no provision of this Agreement is intended, nor shall it be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in any claimant, creditor, client, customer, stockholder, warrant holder, option holder or any other person or entity that is not a party to this Agreement and all provisions of this Agreement shall be personal solely among the parties to this Agreement.
16. **Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to conflict laws rules or principles. Except to the extent the Bankruptcy Court has exclusive jurisdiction with respect to any proceedings which may arise in connection with this Agreement, the state courts located in the County of Nassau, State of New York and Federal courts located in the County of Nassau or Suffolk, State of New York have exclusive jurisdiction with respect to any proceedings which may arise in connection with this Agreement, which courts have personal jurisdiction and venue over the Company and GCG for purposes hereof (to the extent necessary, the Company consents to such personal jurisdiction and venue).
17. **Supplemental Agreement.** This Agreement supplements the Bankruptcy Agreement, which is incorporated herein by reference and remains in full force and effect. Notwithstanding the foregoing incorporation, however, the parties to this Agreement acknowledge and agree that a conversion shall not be deemed to be an assignment for purposes of Section 13 of the Bankruptcy Agreement. In the event the terms of this Agreement are in conflict with the terms of the Bankruptcy Agreement (such that both provisions cannot apply), then the terms of this Agreement shall supersede those of the Bankruptcy Agreement solely with respect to the Supplemental Services referred to in paragraph 1 hereof. This Agreement, together with the Bankruptcy Agreement, contain the entire agreement between the parties with respect to the subject matter hereof, and supersede and replace any existing agreement entered into by the Company and GCG to the extent of the subject matter hereof.

**IN WITNESS WHEREOF**, the Company and GCG have caused this Agreement to be signed hereto by their respective duly authorized officers, all as of the date first written above.

***EXIDE TECHNOLOGIES***

***THE GARDEN CITY GROUP, INC.***

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title: