

**EXHIBIT B**

**(Redlines)**

**EXHIBIT 6.12**

**CERTIFICATE OF INCORPORATION AND BYLAWS**

Exhibit 6.12-1

Certificate of Incorporation

~~This Exhibit is subject to all provisions of the Plan, including, without limitation, Section 15.4, pursuant to which the Debtor has reserved the right, subject to the terms and conditions of the Plan Support Agreement and the GUC Trust Settlement Agreement, to alter, amend, or modify the Plan under section 1127(a) of chapter 11 of Title 11 of the United States Code at any time prior to the Confirmation Date~~

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

of

EXIDE TECHNOLOGIES

The undersigned, ~~[Name of the Officer]~~ Brad S. Kalter, certifies that ~~he/she~~ is the ~~[Title of Officer]~~ Vice President and Corporate Secretary of Exide Technologies, a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), and does hereby further certify as follows:

(1) The name of the Corporation is Exide Technologies.

(2) The name under which the Corporation was originally incorporated was ESB Incorporated and the original Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on November 23, 1966.

(3) This Amended and Restated Certificate of Incorporation was duly adopted in accordance with the provisions of Sections 242, 245 and 303 of the General Corporation Law of the State of Delaware ("DGCL"), pursuant to the authority granted to the Corporation under Section 303 of the DGCL to put into effect and carry out the ~~Third~~ Fourth Amended Plan of Reorganization of the Corporation dated as of ~~[ ]~~ March 27, 2015 under chapter 11 of Title 11 of the United States Code, as confirmed on ~~[ ]~~ March 27, 2015 by order (the "Order") of the United States Bankruptcy Court for the District of Delaware (Case No. 13-11482 (KJC)). Provision for the making of this Amended and Restated Certificate of Incorporation is contained in the Order.

(4) The text of the Amended and Restated Certificate of Incorporation of the Corporation as amended hereby is restated to read in its entirety, as follows:

1. Name. The name of the corporation is Exide Technologies (the "Corporation").

2. Address; Registered Office and Agent. The address of the Corporation's registered office is Corporation Trust Center, 1209 Orange Street,

Wilmington, Delaware 19801, in the county of New Castle; and the registered agent at such address is The Corporation Trust Company.

3. Purposes. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (“DGCL”).

4. Capital Stock.

4.1 The total number of shares of all classes of stock that the Corporation shall have authority to issue is (A): ~~500,000,000~~ five hundred fifty million (550,000,000) shares, divided into ~~500,000,000~~ five hundred million shares of Common Stock, with the par value of ~~\$0.01~~ per share (the “Common Stock”), and (B) ~~50,000,000~~ fifty million (50,000,000) shares of Preferred Stock, with the par value of ~~\$0.01~~ per share (the “Preferred Stock”). The authorized number of shares of any class of stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote, and no separate vote of such class of stock the authorized number of which is to be increased or decreased shall be necessary to effect such change.

4.2 The Board of Directors of the Corporation (the “Board”) is hereby authorized, by resolution or resolutions thereof, to provide, out of the unissued shares of Preferred Stock, for series of Preferred Stock and, with respect to each such series, to fix the number of shares constituting such series and the designation of such series, the voting and other powers (if any) of the shares of such series, and the preferences and any relative, participating, optional or other special rights and any qualifications, limitations or restrictions thereof, of the shares of such series. The powers, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding.

4.3 Except as may otherwise be provided in this Certificate of Incorporation or by applicable law, each holder of Common Stock, as such, shall be entitled to one vote for each share of Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote. Except as may otherwise be provided in this Certificate of Incorporation (including any certificate filed with the Secretary of State of the State of Delaware establishing the terms of a series of Preferred Stock in accordance with Section 4.2) or by applicable law, no holder of any series of Preferred Stock, as such, shall be entitled to any voting powers in respect thereof.

4.4 Subject to applicable law and the rights, if any, of the holders of any outstanding series of Preferred Stock, dividends may be declared and paid on the Common Stock at such times and in such amounts as the Board in its discretion shall determine.

4.5 Upon the dissolution, liquidation or winding up of the Corporation, subject to the rights, if any, of the holders of any outstanding series of Preferred Stock, the holders of the Common Stock shall be entitled to receive the assets of the Corporation available for distribution to its stockholders ratably in proportion to the number of shares held by them.

4.6 All shares of Common Stock and Preferred Stock of the Corporation shall be subject to the rights, restrictions, limitations and other terms applicable to such shares pursuant to the certain Stockholders Agreement to be entered by and among the Corporation and its stockholders in accordance with that certain ~~Third~~Fourth Amended Plan of Reorganization of the Corporation dated as of ~~\_\_\_\_\_~~March 27, 2015 under chapter 11 of Title 11 of the United States Code, as confirmed on ~~\_\_\_\_\_~~March 27, 2015 by order of the United States Bankruptcy Court for the District of Delaware (Case No. 13-11482 (KJC)).

#### 4.7 Prohibited Transfers.

4.7.1 Except with the prior written consent of the Board (which consent may be withheld in the sole discretion of the Board), no stockholder shall Transfer (hereinafter defined) any shares of Common Stock or Preferred Stock if the Board determines in its sole discretion that such Transfer would constitute a Restricted Transfer. A “Restricted Transfer” means any Transfer that (i) (A) would, if effected (after taking into account any other proposed Transfers that have been consented to by the Board but not yet made), result in the Corporation having 2,000 or more holders of record or 500 or more holders of record who are not “accredited investors” (as such concepts are defined for purposes of Section 12(g) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and any relevant rules promulgated thereunder) of any class of capital securities of the Corporation or (B) would, if effected, cause the Corporation to be required to register under the Exchange Act the class of Common Stock or Preferred Stock proposed to be Transferred, unless, in any such case, at the time of such Transfer such class of securities proposed to be Transferred was, prior to such proposed Transfer, already required to be registered under the Exchange Act, or (ii) would, if effected, result in such Common Stock or Preferred Stock being beneficially owned by a Competitor (hereinafter defined). Any Restricted Transfer purported to be effected without the consent of the Board and any Transfer purported to be effected without notice to the Corporation as required under Section 4.7.2 below shall, in each case, be null and void *ab initio*. For purposes of this Section 4.7, (x) “Transfer” means any direct, indirect or synthetic sale, assignment, pledge, lease, hypothecation, mortgage, gift or creation of security interest, lien or trust (voting or otherwise) or other encumbrance or other disposition or transfer (by operation of law or otherwise, including by means of reference under a derivative, participation or similar contract or by the direct, indirect or synthetic transfer or issuance of equity securities of any entity) of any

share of Common Stock or Preferred Stock, and (y) “Competitor” means any person or entity engaged in any business that is at the time being engaged by the Corporation or any of its subsidiaries or any business that is determined by the Board, in its sole discretion, to be competitive therewith.

4.7.2 Notwithstanding anything to the contrary in this Amended and Restated Certificate of Incorporation, ~~(a)~~ in addition to any other required notice provisions applicable to stockholders of the Corporation, at least ten (10) days prior to any Transfer, any stockholder intending to make a Transfer shall deliver a written notice to the Corporation disclosing in reasonable detail the class of Common Stock or Preferred Stock proposed to be transferred, the number of shares of Common Stock or Preferred Stock proposed to be Transferred, the terms and conditions of the proposed Transfer and the identity and line of business of the prospective transferee(s); ~~and (b) no Stockholder shall consummate any Transfer unless and until.~~ In the event that the Board determines in its sole discretion that such the proposed Transfer would not constitute constitutes a Restricted Transfer or, if effected without the prior written consent of the Board otherwise consents to such, the Corporation shall deliver written notice of such determination to the applicable transferor as soon as practicable (but in any event within ten (10) days after delivery of the notice referenced in the immediately preceding sentence to the Corporation). Failure of the Corporation to give any notification required by this Section 4.7.2 shall not affect the lack of validity of any purported Transfer of Common Stock or Preferred Stock.

4.8 Legend. Each certificate representing shares of equity securities of the Corporation now held or hereafter acquired by any stockholder of the Corporation shall, for as long as Section 4.7 is effective, bear legends substantially in the forms attached hereto as Annex A, with such modifications or adjustments thereto as may be necessary or appropriate under the circumstances pursuant to applicable laws, rules or regulations or upon the advice of outside counsel.

5. Number of Directors; Election of Directors. The number of directors of the Corporation shall be as from time to time fixed by, or in the manner provided in, the By-Laws of the Corporation (the “By-laws”). Unless and except to the extent that the By-laws shall so require, the election of directors of the Corporation need not be by written ballot.

6. Limitation of Liability.

6.1 To the fullest extent permitted under the DGCL, as amended from time to time, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

WITNESS the signature of this Amended and Restated Certificate of Incorporation this 30<sup>th</sup> day of April, 2015.

EXIDE TECHNOLOGIES

By: \_\_\_\_\_

Name: Brad S. Kalter

Title: Vice President and Corporate Secretary

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

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

*[Signature Page to Certificate of Incorporation of Exide Technologies]*

~~759419 WILSR01A-MSW~~

Redline Exide Technologies Restated Certificate of Incorporation-759419-v8 and Exide  
-- Exhibit 6.12-1 COI -- FINAL 918287v2 4/29/2015 9:22:34 PM

ANNEX A

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY FOREIGN JURISDICTION. THE SECURITIES MAY NOT BE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND SUCH LAWS.

THE SALE, ASSIGNMENT, HYPOTHECATION, PLEDGE, ENCUMBRANCE OR OTHER DISPOSITION (EACH A "TRANSFER") AND VOTING OF ANY OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE RESTRICTED BY THE TERMS OF THE CORPORATION'S AMENDED AND RESTATED CERTIFICATE OF INCORPORATION AND/OR THAT CERTAIN STOCKHOLDERS AGREEMENT, DATED APRIL 30, 2015, AMONG THE CORPORATION AND THE STOCKHOLDERS NAMED THEREIN. A COPY OF THE CORPORATION'S AMENDED AND RESTATED CERTIFICATE OF INCORPORATION AND THE STOCKHOLDERS AGREEMENT MAY BE INSPECTED AT THE CORPORATION'S PRINCIPAL OFFICE. THE CORPORATION WILL NOT REGISTER THE TRANSFER OF SUCH SECURITIES ON THE BOOKS OF THE CORPORATION UNLESS AND UNTIL THE TRANSFER HAS BEEN MADE IN COMPLIANCE WITH THE TERMS OF THE AMENDED AND RESTATED CERTIFICATE OF INCORPORATION AND THE STOCKHOLDERS AGREEMENT, AS APPLICABLE.

Exhibit 6.12-2

Amended and Restated By-Laws

**This Exhibit is subject to all provisions of the Plan, including, without limitation, Section 15.4, ~~pursuant to which the Debtor has reserved the right, subject to the terms and conditions of the Plan Support Agreement and the GUC Trust Settlement Agreement, to alter, amend, or modify the Plan under section 1127(a) of chapter 11 of Title 11 of the United States Code at any time prior to the Confirmation Date~~**

AMENDED AND RESTATED BY-LAWS

of

EXIDE TECHNOLOGIES

(A Delaware Corporation)

These Amended and Restated By-laws of Exide Technologies were duly adopted in accordance with the provisions of Section 303 of the General Corporation Law of the State of Delaware (“DGCL”), pursuant to the authority granted to the Corporation under Section 303 of the DGCL to put into effect and carry out the ~~Third~~Fourth Amended Plan of Reorganization of the Corporation dated as of ~~\_\_\_\_\_~~March 27, 2015 under chapter 11 of Title 11 of the United States Code, as confirmed on ~~\_\_\_\_\_~~March 27, 2015 by order (the “Order”) of the United States Bankruptcy Court for the District of Delaware (Case No. 13-11482 (KJC)). Provision for the making of these Amended and Restated By-laws is contained in the Order.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 DEFINITIONS .....	1
ARTICLE 2 STOCKHOLDERS .....	2
ARTICLE 3 DIRECTORS .....	7
ARTICLE 4 COMMITTEES OF THE BOARD .....	<del>9</del> <u>10</u>
ARTICLE 5 OFFICERS .....	10
ARTICLE 6 INDEMNIFICATION .....	12
ARTICLE 7 GENERAL PROVISIONS .....	<del>13</del> <u>14</u>

stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered (by hand or by certified or registered mail, return receipt requested) to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of Stockholders are recorded. Every written consent shall bear the date of signature of each Stockholder who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered in the manner required by this Section 2.13, written consents signed by a sufficient number of holders to take action are delivered to the Corporation as aforesaid. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall, to the extent required by applicable Law, be given to those Stockholders who have not consented in writing, and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Corporation.

### ARTICLE 3

#### DIRECTORS

3.1 General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board. The Board may adopt such rules and procedures, not inconsistent with the Certificate of Incorporation, these By-laws or applicable Law, as it may deem proper for the conduct of its meetings and the management of the Corporation.

3.2 Number; Term of Office. The Board shall consist of one or more members, the number thereof to be determined from time to time by the Board. Each Director shall hold office until a successor is duly elected and qualified or until the Director's earlier death, resignation, disqualification or removal.

3.3 Newly Created Directorships and Vacancies. ~~Any~~Except as set forth herein, any newly created directorships resulting from an increase in the authorized number of Directors and any vacancies occurring in the Board, may be filled by the affirmative votes of a majority of the remaining members of the Board, although less than a quorum. Notwithstanding the foregoing, if at any time a vacancy is created on the Board by reason of the incapacity, death, removal or resignation of a Director designated by the a Stockholder(s) pursuant to any stockholders agreement among the Corporation and certain Stockholders (in effect from time to time), then the respective Stockholder(s) with rights to appoint such Director pursuant to such stockholders agreement shall designate an individual who shall be elected to fill such vacancy. Upon receipt of notice of the designation of a nominee by a Stockholder pursuant to the immediately preceding sentence, each Stockholder shall, as soon as practicable after the

date of such notice, take all reasonable actions, including the voting of its voting equity securities, to elect the director so designated to fill the vacancy. A Director so elected pursuant to this Section 3.3 shall be elected to hold office until the earlier of the expiration of the term of office of the Director whom he or she has replaced, a successor is elected and qualified or the Director's death, resignation or removal.

3.4 Resignation. Any Director may resign at any time by notice given in writing or by electronic transmission to the Corporation. Such resignation shall take effect at the date of receipt of such notice or at such later time as is therein specified. Notwithstanding the foregoing, any Director designated in accordance with any stockholders agreement among the Corporation and certain Stockholders (in effect from time to time) who fails to resign from the Board following the termination of the applicable Stockholder(s)' right to designate such Director may be removed by the affirmative vote of the Stockholders owning a majority of the voting equity securities of the Corporation, and shall include the Stockholder with the right to designate such Director, who shall vote all of its voting equity securities so as to promptly remove such Director.

3.5 Regular Meetings. Regular meetings of the Board may be held without notice at such times and at such places as may be determined from time to time by the Board or its Chairman. Notwithstanding the generality of the foregoing, the Board shall hold at least one (1) in-person meeting each year in New York, New York.

3.6 Special Meetings. Special meetings of the Board may be held at such times and at such places as may be determined by the Chairman or the President on at least 24 hours' notice to each Director given by one of the means specified in Section 3.9 hereof other than by mail or on at least three days' notice if given by mail. Special meetings shall be called by the Chairman, President or Secretary in like manner and on like notice on the written request of any two or more Directors.

3.7 Telephone Meetings. Board or Board committee meetings may be held by means of telephone conference or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation by a Director in a meeting pursuant to this Section 3.7 shall constitute presence in person at such meeting.

3.8 Adjourned Meetings. A majority of the Directors present at any meeting of the Board, including an adjourned meeting, whether or not a quorum is present, may adjourn and reconvene such meeting to another time and place. At least 24 hours' notice of any adjourned meeting of the Board shall be given to each Director whether or not present at the time of the adjournment, if such notice shall be given by one of the means specified in Section 3.9 hereof other than by mail, or at least three days' notice if by mail. Any business may be transacted at an adjourned meeting that might have been transacted at the meeting as originally called.

Directors be so removed, one or more individuals may be appointed at the same meeting (or in the same written consent) at which such ~~director or directors~~ Director or Directors have been so removed to fill the vacancy or vacancies created thereby, to serve for the remainder of the terms, respectively, of the Director or Directors so removed. Notwithstanding the foregoing, if at any time a Stockholder(s) with rights to appoint Director(s) pursuant to any stockholders agreement among the Corporation and certain Stockholders (in effect from time to time) notifies the other Stockholders of its or their wish to remove at any time (with or without cause) its respective designee on the Board, then each Stockholder shall vote all of its voting equity securities so as to remove such designee. For the avoidance of doubt, a Director designated in accordance with any stockholders agreement among the Corporation and certain Stockholders (in effect from time to time) may only be removed (with or without cause) by the Stockholder(s) entitled to designate such Director. The Chief Executive Officer of the Corporation shall be immediately and automatically removed from the Board at such time as the Chief Executive Officer is no longer serving as the Chief Executive Officer.

#### ARTICLE 4

##### COMMITTEES OF THE BOARD

The Board may designate one or more committees, each committee to consist of one or more of the Directors of the Corporation. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. If a member of a committee shall be absent from any meeting, or disqualified from voting thereat, the remaining member or members present at the meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may, by a unanimous vote, appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent permitted by applicable Law, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers that may require it to the extent so authorized by the Board. Unless the Board provides otherwise, at all meetings of such committee, a majority of the then authorized members of the committee shall constitute a quorum for the transaction of business, and the vote of a majority of the members of the committee present at any meeting at which there is a quorum shall be the act of the committee. Each committee shall keep regular minutes of its meetings. Unless the Board provides otherwise, each committee designated by the Board may make, alter and repeal rules and procedures for the conduct of its business. In the absence of such rules and procedures each committee shall conduct its business in the same manner as the Board conducts its business pursuant to ARTICLE 3.

**EXHIBIT 6.17**

**RETAINED CAUSES OF ACTION**

claims related to deposits, adequate assurance postings, and other collateral postings; (iv) claims, defenses, cross-claims, and counter-claims related to litigation and possible litigation; (v) claims related to contracts and leases; (vi) claims related to vendor obligations; (vii) claims related to tax credits and refunds; (viii) claims related to intellectual property; (ix) claims related to customer obligations; (x) claims related to environmental matters; (xi) claims related to lead price manipulation; (xii) claims related to current or former employee matters, and (xiii) claims related to potential avoidance of prepetition transfers under sections 362, [502](#), 510, 542, 543, 547, 548, and 550 of the Bankruptcy Code, which are attached hereto as [Exhibit 6.17-1](#), [Exhibit 6.17-2](#), [Exhibit 6.17-3](#), [Exhibit 6.17-4](#), [Exhibit 6.17-5](#), [Exhibit 6.17-6](#), [Exhibit 6.17-7](#), [Exhibit 6.17-8](#), [Exhibit 6.17-9](#), [Exhibit 6.17-10](#), [Exhibit 6.17-11](#), [Exhibit 6.17-12](#), and [Exhibit 6.17-13](#) respectively. Each such exhibit is subject to the terms of the Plan and the information provided in this [Exhibit 6.17](#).

EXIDE TECHNOLOGIES

RETAINED CAUSES OF ACTION

EXHIBIT 6.17-4 CLAIMS, DEFENSES, CROSS-CLAIMS, AND COUNTER-CLAIMS RELATED TO LITIGATION AND POSSIBLE LITIGATION

PARTY	ADDRESS	CAPTION OF SUIT, CASE NUMBER, AND JURISDICTION (IF APPLICABLE) / DISCRPTION
NL INDUSTRIES, INC. <u>AND SUBSIDIARIES AND AFFILIATES</u>	C/O LAW OFFICES OF JOEL L HERZ 3573 E SUNRISE DR STE 215 TUCSON,AZ 85718	Any and all claims, causes of action, indemnifications, demands, or liabilities of every kind and nature whatsoever, including, but not limited to those arising under the NL Settlement Agreement dated, August 31, 1998, contract, statute, or common law, whether or not known or suspected against NL Industries based upon, arising out of, related to, or by reason of any event, contract, cause, thing, act, statement, or omission.

**Exhibit 6.17-13**

Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 502, 510, 542, 543, 547, ~~and~~ 548 and 550 of the Bankruptcy Code.

Except as otherwise provided by the Plan, the Debtor expressly reserves the Causes of Action against or related to all Entities for preferential payments related to any potential avoidance of prepetition transfers under sections 362, [502](#), 510, 542, 543, 547, ~~and~~ 548, [and 550](#) of the Bankruptcy Code solely with respect to those parties specifically enumerated on this [Exhibit 6.17-13](#). The Debtor expressly waives any potential avoidance of prepetition transfers under sections 362, 510, 542, 543, 547, and 548 of the Bankruptcy Code with respect to any party not specifically enumerated on this [Exhibit 6.17-13](#).

Exide Technologies

RETAINED CAUSES OF ACTION

Exhibit 6.17-13 Claims Related to Potential Avoidance of Prepetition Transfers Under Sections 362, 502, 510, 542, 543, 547, 548 and 550 of the Bankruptcy Code

THIRD PARTY	ADDRESS
<del>DEPARTMENT OF TOXIC SUBSTANCES</del>	<del>PO BOX 806                      SACRAMENTO, CA 95812-0806                      UNITED STATES</del>
<del>P1 GROUP — LENEXA</del>	<del>16210 W 108TH STREET                      LENEXA, KS 66219                      UNITED STATES</del>
<del>YOUNG CONAWAY STARGATT &amp; TAYLOR, LLP</del>	<del>RODNEY SQUARE, 1000 NORTH KING STREET                      WILMINGTON, DE 19801                      UNITED STATES</del>

**EXHIBIT 7.1**

**GUC TRUST AGREEMENT**

**EXIDE CREDITORS' LIQUIDATING TRUST AGREEMENT**

This trust agreement (the "Agreement") dated as of \_\_\_\_\_, 2015 is entered into by and between Exide Technologies (the "Settlor" or "Debtor"), and \_\_\_\_\_ (the "Trustee"), for the benefit of the "Beneficiaries" (defined below) under the terms of the ~~Second~~Fourth Amended Plan of Reorganization of Exide Technologies, dated ~~February 4~~March 27, 2015 (Docket No. ~~3096~~3409) (as amended or supplemented, the "Plan") confirmed by the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") in Chapter 11 Case No. 13-11482 (KJC) (the "Chapter 11 Case") by Order dated \_\_\_\_\_March 27, 2015 (Docket No. ~~3423~~3423) (the "Confirmation Order").

**RECITALS**

A. The Bankruptcy Court entered the Confirmation Order on ~~\_\_\_\_\_~~March 27, 2015, and the Plan became effective on [\_\_\_\_\_], 2015 (the "Effective Date").

B. The Trust (defined below) is established pursuant to the Plan as a liquidating trust in accordance with Treasury Regulation Section 301.7701-4(d) for the sole purpose of liquidating the GUC Trust Assets (defined below) in an expeditious and orderly manner and distributing the Net Proceeds (defined below) thereof to the Beneficiaries (defined below) in accordance with the Plan with no objective to continue or engage in the conduct of a trade or business except, to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trust and the Plan; and

C. The Trust is intended to qualify as a "grantor trust" for U.S. federal income tax purposes pursuant to Sections 671 through 677 of the Internal Revenue Code of 1986 (as amended, the "Tax Code"), with the Beneficiaries treated as the grantors and owners of the Trust.

1.2.18 “**GUC Trust Preference Actions**” means those certain Avoidance Actions arising under ~~sections~~section 547 ~~and~~of the Bankruptcy Code (including, but not limited to, (a) the right to recover any transfers or the value thereof pursuant to section 550 of the Bankruptcy Code, (b) the right to object to claims pursuant to 502(d) of the Bankruptcy Code, (c) the right to seek waivers of claims under Section 502(h) of the Bankruptcy Code, and (d) the right to reconsider claims pursuant to section 502(j) of the Bankruptcy Code) transferred to the Trust on the Effective Date, which Avoidance Actions have been agreed among the Debtor, the Creditors’ Committee, and the Unofficial Noteholder Committee, pursuant to and in accordance with the GUC Trust Settlement Agreement and which are or shall be identified on Exhibit B.

1.2.19 “**GUC Trust Settlement Agreement**” means that certain agreement approved by the Bankruptcy Court on February 4, 2015 (Docket No. 3093), as may be amended, supplemented, restated, or otherwise modified from time to time with the written agreement of the parties thereto, which sets forth the terms of the settlement among the Debtor, the Creditors’ Committee, and certain members of the Unofficial Noteholder Committee.

1.2.20 “**Investment Company Act**” means the Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder.

1.2.21 “**IP Transaction**” means the monetization of intellectual property through any offset or similar transaction identified by the Reorganized Debtor in its reasonable business judgment and in consultation with the Trustee in accordance with the GUC Trust Settlement Agreement.

(c) The first \$3,000,000.00 of the Net Proceeds of the GUC Trust Preference Actions shall be used to reimburse the Reorganized Debtor for the GUC Trust Cash Contribution. The next \$1,500,000.00 in Net Proceeds of the GUC Trust Preference Actions shall be allocated and distributable on a Pro Rata basis to the Beneficiaries who are Holders of Allowed Other General Unsecured Claims pursuant to and in accordance with the terms of the GUC Trust Settlement Agreement and Plan. Any additional Net Proceeds of the GUC Trust Preference Actions shall be allocated and distributable Pro Rata to the Beneficiaries who are Holders of Allowed Other General Unsecured Claims and Senior Notes Deficiency Claims, ~~provided, however, that in order to allow for holders of Senior Notes Alternative Distribution Claims to receive up to a pro rata distribution of net proceeds of the GUC Trust Assets,~~ the Preference Proceeds Distribution shall be allocated and distributed Pro Rata to Holders of Senior Notes Alternative Distribution Claims from any Net Proceeds of the GUC Trust Preference Actions otherwise distributable to Holders of Senior Notes Eligible Claims.

3.12 General Unsecured Claims Resolution. The Reorganized Debtor shall be responsible for (a) all aspects of the General Unsecured Claims reconciliation process (except making Distributions to Holders of General Unsecured Claims, and (b) all of the costs associated with such reconciliation. The Reorganized Debtor shall consult with the Trustee on a periodic basis as is reasonably requested by the Trustee regarding the Claims reconciliation process. The Reorganized Debtor shall (x) object to General Unsecured Claims and shall provide the Trustee with notice and an opportunity to object to all Claims that the Reorganized Debtor seeks to resolve for an amount greater than \$20,000, and (y) use commercially reasonable efforts in administering all aspects the Claims reconciliation process. If the Trustee cannot agree with the Reorganized Debtor with respect to the resolution of any Claim greater

**EXHIBIT 9.1**

**ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Exhibit 9.1-1 Assumed Executory Contracts and Unexpired Leases

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
<del>VECTREN ENERGY DELIVERY OF INDIANA NORTH</del>	<del>ATTN: GENERAL COUNSEL ONE VECTREN SQUARE EVANSVILLE, IN 47708</del>	<del>Gas Service Agreement Number 2451301, and any related amendments, modifications, renewals, and extensions thereto Contract Effective Date: 04/01/2013</del>	<del>\$0.00</del>

**Exhibit 9.1-2 Disputed Executory Contracts and Unexpired Leases**

COUNTERPARTY	COUNTERPARTY ADDRESS	DESCRIPTION OF AGREEMENT(S) TO BE ASSUMED, OR ASSUMED AND ASSIGNED, AS APPLICABLE	CURE AMOUNT
<u>VECTREN ENERGY DELIVERY OF INDIANA - NORTH</u>	<u>ATTN: GENERAL COUNSEL</u> <u>ONE VECTREN SQUARE</u> <u>EVANSVILLE, IN 47708</u>	<u>Gas Service Agreement Number 2451301, and any related amendments, modifications, renewals, and extensions thereto</u> <u>Contract Effective Date: 04/01/2013</u>	<u>Disputed</u>