

EXHIBIT 6.16

MANAGEMENT INCENTIVE PLAN

**DRAFT AS OF 3/4/15; SUBJECT TO REVISION AND MODIFICATION AS AGREED
AMONG THE DEBTOR, THE REQUIRED CONSENTING CREDITORS AND THE
REQUISITE BACKSTOP PARTIES**

**REORGANIZED EXIDE
MANAGEMENT INCENTIVE PLAN**

The Company shall reserve a number of shares of common stock of the newly emerged Company for issuance to certain key employees, officers, directors, and consultants of the Company and its affiliates pursuant to a customary omnibus stock-based incentive plan (the “MIP”). The MIP share reserve shall equal 10% of the common stock of the newly emerged Company, such percentage to be determined after giving effect to conversion of the New Second Lien Convertible Notes, but prior to dilution on account of any paid-in-kind interest accruing on the New Second Lien Convertible Notes. The MIP shall be administered by the Board (or a committee of the Board) and shall provide for awards in the form of stock options, restricted stock, restricted stock units, performance-based equity awards, and other awards denominated or valued in shares of common stock. The terms of each award (including number of shares subject to the award, exercise price (if applicable), vesting conditions, etc.) shall be determined by the Board (or a committee) in its sole discretion at the time of grant and set forth in an award agreement between the Company and the participant. In addition, the Board, on behalf of the Company, will enter into employment agreements with the CEO and other key executive officers and key personnel as it determines appropriate in its sole discretion.

Purpose:	To assist the Company in attracting, retaining, motivating, and rewarding certain key employees, officers, directors, and consultants of the Company and its affiliates post-emergence and promoting the creation of long-term value for stockholders of the Company by closely aligning the interests of such individuals with those of such stockholders. The MIP will authorize the award of stock-based incentives to eligible persons to encourage such persons to expend maximum effort in the creation of stockholder value.
Share Reserve:	10% of the common stock of the newly emerged Company will be available for issuance to MIP participants, such percentage to be determined after giving effect to conversion of the New Second Lien Convertible Notes, but prior to dilution on account of any paid-in-kind interest accruing on the New Second Lien Convertible Notes. A portion of the pool will be allocated initially, with the remainder held in reserve for future incentives and new hires.
Plan Administration:	The Company’s board of directors will administer the plan and will have broad latitude to take actions that it deems necessary or desirable in the exercise of its authority as plan administrator. Board determinations under the plan will be final and binding on participants.

Form of Award:	It is anticipated that the initial MIP awards to management and directors will be in the form of restricted stock units.
Vesting:	<p>Initial MIP awards will vest based on the achievement of both service-based and performance-based conditions:</p> <ul style="list-style-type: none"> • The service condition will be satisfied as to 20% on the first anniversary of grant, and 40% on each of the second and third anniversaries of grant, subject to continued service with the Company through each such date. The service condition with respect to all outstanding MIP awards will be satisfied in full upon a change in control. • The performance condition is to be determined by the Board, which may include EBITDA improvement and/or increases in share price, or such other metrics determined by the Board. <p>Both vesting conditions must be achieved in order for the MIP awards to vest.</p>
Settlement:	Vested MIP awards will be settled in shares on the earliest of the following events occurring after the vesting event: a change in control, a separation from service, and [DATE].
Effect of Termination of Service:	<p>MIP awards as to which the service condition has been satisfied will remain outstanding and eligible to vest upon satisfaction of the performance condition.</p> <p>MIP awards as to which neither vesting condition is satisfied will be forfeited upon a termination of service.</p> <p>Upon an involuntary termination with “cause” (to be defined in a customary manner), all MIP awards will be forfeited, regardless of vested status.</p> <p>Prior to an IPO, shares received in settlement of a MIP award will be subject to a Company call right at fair market value following any termination of service.</p>

Adjustments:	If the Company is recapitalized or if there is a merger, consolidation, share split or exchange, extraordinary dividend or distribution, or other event that affects the common stock, the terms of the MIP (and awards outstanding thereunder) shall be adjusted to equitably reflect the event and preserve the intended benefits of the MIP participants.
---------------------	--