

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF <u>DELAWARE</u>		PROOF OF CLAIM
Name of Debtor <u>EXIDE TECHNOLOGIES</u>	Case Number <u>02-11125</u>	<div style="font-size: 2em; font-weight: bold; transform: rotate(-10deg);">FILED</div> <div style="font-size: 1.5em; font-weight: bold; transform: rotate(-10deg);">APR 18 2003</div> <div style="font-size: 3em; font-weight: bold; transform: rotate(-10deg);">BMC</div> <div style="font-size: 0.8em; margin-top: 10px;">THIS SPACE IS FOR COURT USE ONLY</div>
<small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small>		
Name of Creditor (The person or other entity to whom the debtor owes money or property) <u>PHILLIPS, BRYAN J.</u>	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input checked="" type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and address where notices should be sent <u>PHILLIPS, BRYAN J</u> <u>5000 WILLOW CREEK DR</u> <u>WOODSTOCK, GA 30188</u> Telephone number <u>770-591-7767</u>	Account or other number by which creditor identifies debtor	
Check here <input type="checkbox"/> replaces a previously filed claim, dated _____ <input type="checkbox"/> amends		
1 Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other <u>INCOME PROTECTION AGREEMENT</u> from _____ to _____ <div style="text-align: right; font-size: 0.8em;">(date) (date)</div>		
2 Date debt was incurred <u>4/1/02</u>	3 If court judgment, date obtained	
4 Total Amount of Claim at Time Case Filed \$ <u>36,418</u> If all or part of your claim is secured or entitled to priority also complete Item 5 or 6 below <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5 Secured Claim <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff) Brief Description of Collateral <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim if any \$ _____	6 Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,650) * earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier. 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child. 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other. Specify applicable paragraph of 11 U.S.C. § 507(a)(____) <small>*Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>	
7 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 8 Supporting Documents Attach copies of supporting documents such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 9 Date-Stamped Copy To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		THIS SPACE IS FOR COURT USE ONLY
Date <u>4/5/03</u>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any) <u>BRYAN J PHILLIPS</u>	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.		





IMPORTANT INFORMATION
PLEASE READ CAREFULLY

TO Bryan Phillips
5000 Willow Creek Drive
Woodstock, GA 30188

DATE March 31 2002

This document is a General Release and Income Protection Agreement. By signing this document you will be giving up any and all claims against Exide Technologies, as described more fully in the General Release of Claims section of the Agreement. You should read this document carefully and sign it only after you understand it and voluntarily agree to its terms. If you have questions you should consult an attorney.

INSTRUCTIONS FOR SIGNING AGREEMENT

If you wish to accept the enhanced income protection pay offer, you should sign and have notarized the General Release and Income Protection Agreement. You have a period of forty-five (45) calendar days to consider the offer, as described in the Consideration Period section of the Agreement. To accept the offer, you must ensure that the signed and notarized Agreement is received by Valerie Rannestad, Manager Human Resources Exide Technologies, 13000 Deerfield Parkway, Building 200 Alpharetta GA 30004 no later than May 15 2002.

From the date that you have signed the Agreement, you will have a period of seven (7) calendar days to revoke the Agreement if you choose. This right is described in the Revocation Period section of the Agreement. Notice of revocation must be submitted to Valerie Rannestad Human Resources Exide Technologies 13000 Deerfield Parkway Building 200 Alpharetta GA 30004. If you have not submitted your written notification of revocation on or before the seven (7) day period has expired so that it actually received within that time period you cannot revoke the Agreement.



GENERAL RELEASE AND INCOME PROTECTION AGREEMENT

This General Release and Income Protection Agreement (Agreement) is entered into between Bryan Phillips 5000 Willow Creek Drive Woodstock GA 30188 and Exide Technologies a Delaware corporation with executive offices at 210 Carnegie Center Ste 500 Princeton NJ 08540 (hereinafter referred to as Exide)

In exchange for entering into this Agreement Employee shall be entitled to the enhanced income protection pay benefits described in the cover letter accompanying this release Employee acknowledges and agrees that the enhanced income protection pay benefits constitute good, valuable and sufficient consideration for this Agreement

NOW, THEREFORE, intending to be legally bound hereby Employee agrees as follows

1 General Release of Claims Employee for himself and his/her respective administrators, executors, agents, beneficiaries and assigns does waive release and forever discharge Exide (as defined below) of and from any and all Claims (as defined below) This release covers all Claims relating, regarding or referring to Employee's employment with Exide, the terms and conditions of such employment and his/her separation from employment This release covers any and all Claims arising from the beginning of time up to and including the Employee's last day of work, but does not cover claims relating to the enforcement of this Agreement Employee agrees not to file a lawsuit to assert any such Claim

a Definition of "Claims" For purposes of these release provisions, Claims' includes without limitation all actions or demands of any kind that Employee now has or may have or claim to have in the future More specifically Claims include rights causes of action damages, penalties losses attorneys' fees, costs, expenses obligations, agreements judgments and all other liabilities of any kind or description whatsoever either in law or in equity, whether known or unknown, suspected or unsuspected

All of the following are among the types of Claims which will be barred by this release and covenant not to sue

- Contract claims (whether express or implied)
- Tort claims, such as for defamation or emotional distress
- Claims under federal, state and municipal laws regulations ordinance or court decisions of any kind,
- Claims of discrimination harassment or retaliation whether based on race, color religion, gender sex age sexual orientation handicap and/or disability national origin or any other legally protected class

- Claims under the Age Discrimination In Employment Act Title VII of the Civil Rights Act of 1964 as amended the Americans with Disabilities Act and similar state statutes and municipal ordinances
- Claims under the Employee Retirement Income Security Act the Fair Labor Standards Act state wage payment laws and state wage and hour laws
- Claims under the Family and Medical Leave Act and similar state leave laws,
- Claims for wrongful discharge and
- Claims for reasonable attorneys fees including litigation expenses and costs

This enumeration of Claims covered by this release is not intended to be and shall not be construed as an exhaustive list By entering into this Agreement Employee is not releasing his/her right to receive any employee benefits which vested and accrued prior to Employee's last day of work and to which Employee is entitled under the governing plan documents for Exide's employee benefit programs

b Definition of "Exide" For purposes of these release provisions, 'Exide' includes without limitation Exide Technologies and its respective past present and future parents affiliates, subsidiaries, divisions predecessors, successors assigns, employee benefit plans and trusts It also includes all past present and future managers directors, officers partners agents employees, attorneys representatives consultants associates fiduciaries, plan sponsors administrators and trustees of each of the foregoing

c Scope of Release Employee declares and agrees that any Claims he/she may have incurred or sustained may not be fully known to him/her and may be more numerous and more serious than he/she now believes or expects Further, in making this Agreement, Employee relies wholly upon his/her own judgment of the future development, progress and result of said Claims, both known and unknown, and acknowledges that he/she has not been influenced to any extent whatsoever in the making of this Agreement by any representations or statements regarding said Claims made by individuals or entities who are within the definition of Exide, as defined in these release provisions Employee further acknowledges that he/she accepts the terms herein in full settlement and satisfaction of all such Claims and that no such Claim is reserved

d Indemnification for Breach of Release Under the terms of this release, Employee is barred from asserting any of the Claims described above against Exide If Employee does commence, join in, continue or in any other manner attempt to assert a Claim in violation of this release and covenant not to sue or otherwise breaches any promise made in this Agreement, he/she agrees to indemnify and hold harmless Exide, as defined in these release provisions, from and against all losses incurred, including without limitation costs and attorneys' and expert fees, in defending such Claim or pursuing the released party's rights hereunder

2 Cooperation in Legal Proceedings During the period that Employee is receiving income protection pay benefits he/she agrees to cooperate with Exide in any legal or



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NOW, THEREFORE, intending to be legally bound hereby, Employee agrees as follows

1 General Release of Claims Employee, for himself and his/her respective administrators, executors, agents, beneficiaries and assigns, does waive release and forever discharge Exide (as defined below) of and from any and all Claims (as defined below) This release covers all Claims relating, regarding or referring to Employee's employment with Exide, the terms and conditions of such employment and his/her separation from employment This release covers any and all Claims arising from the beginning of time up to and including the Employee's last day of work, but does not cover claims relating to the enforcement of this Agreement Employee agrees not to file a lawsuit to assert any such Claim

a Definition of 'Claims' For purposes of these release provisions, "Claims" includes without limitation all actions or demands of any kind that Employee now has, or may have or claim to have in the future More specifically, Claims include rights, causes of action, damages, penalties, losses, attorneys' fees, costs, expenses, obligations, agreements, judgments and all other liabilities of any kind or description whatsoever, either in law or in equity, whether known or unknown, suspected or unsuspected

All of the following are among the types of Claims which will be barred by this release and covenant not to sue

- Contract claims (whether express or implied),
- Tort claims, such as for defamation or emotional distress
- Claims under federal, state and municipal laws regulations, ordinance or court decisions of any kind,
- Claims of discrimination, harassment or retaliation whether based on race, color, religion, gender sex age sexual orientation handicap and/or disability, national origin or any other legally protected class

- Claims under the Age Discrimination in Employment Act Title VII of the Civil Rights Act of 1964 as amended the Americans with Disabilities Act and similar state statutes and municipal ordinances
- Claims under the Employee Retirement Income Security Act the Fair Labor Standards Act state wage payment laws and state wage and hour laws
- Claims under the Family and Medical Leave Act and similar state leave laws,
- Claims for wrongful discharge and
- Claims for reasonable attorneys' fees including litigation expenses and costs

This enumeration of Claims covered by this release is not intended to be and shall not be construed as an exhaustive list. By entering into this Agreement Employee is not releasing his/her right to receive any employee benefits which vested and accrued prior to Employee's last day of work and to which Employee is entitled under the governing plan documents for Exide's employee benefit programs.

b Definition of "Exide" For purposes of these release provisions, Exide includes without limitation Exide Technologies and its respective past, present and future parents, affiliates, subsidiaries, divisions, predecessors, successors, assigns, employee benefit plans and trusts. It also includes all past, present and future managers, directors, officers, partners, agents, employees, attorneys, representatives, consultants, associates, fiduciaries, plan sponsors, administrators and trustees of each of the foregoing.

c Scope of Release Employee declares and agrees that any Claims he/she may have incurred or sustained may not be fully known to him/her and may be more numerous and more serious than he/she now believes or expects. Further, in making this Agreement, Employee relies wholly upon his/her own judgment of the future development, progress and result of said Claims, both known and unknown, and acknowledges that he/she has not been influenced to any extent whatsoever in the making of this Agreement by any representations or statements regarding said Claims made by individuals or entities who are within the definition of Exide, as defined in these release provisions. Employee further acknowledges that he/she accepts the terms herein in full settlement and satisfaction of all such Claims and that no such Claim is reserved.

d Indemnification for Breach of Release Under the terms of this release, Employee is barred from asserting any of the Claims described above against Exide. If Employee does commence, join in, continue or in any other manner attempt to assert a Claim in violation of this release and covenant not to sue, or otherwise breaches any promise made in this Agreement, he/she agrees to indemnify and hold harmless Exide, as defined in these release provisions, from and against all losses incurred, including without limitation costs and attorneys' and expert fees, in defending such Claim or pursuing the released party's rights hereunder.

2 Cooperation in Legal Proceedings During the period that Employee is receiving income protection pay benefits, he/she agrees to cooperate with Exide in any legal or

quasi-legal matter such as governmental or private legal actions, investigations, or other proceedings. Exide will reimburse Employee for any pre-approved costs and expenses in connection with such cooperation.

3 Confidentiality of Agreement Employee agrees that as a material condition of this Agreement, he/she shall not disclose the terms or conditions of this Agreement to any third party or entity. However, this paragraph will not prohibit Employee from disclosing the terms and conditions of this Agreement to his/her attorney, tax advisor, or accountant, or as may be lawfully required or ordered by any state or federal administrative agency, tribunal, or court of law.

4 Confidentiality of Business Information Employee agrees following his/her separation from employment, Employee shall not: (a) make any public statement or statements to the press or third parties concerning Exide's business objectives, its management practices, or other sensitive information, without first receiving Exide's written approval; and (b) use, divulge, or disclose, directly or indirectly, any proprietary or confidential information of Exide to any third party, without the prior written approval of Exide.

5 Return of Corporate Property Employee acknowledges and agrees that on or before his/her last day of work, Employee has returned all corporate property and copies thereof in his/her possession or under his/her custody or control, including without limitation all files, corporate credit cards, automobiles, keys and access cards, calling cards, cellular or mobile telephone, parking permit, laptop and other computer equipment and software, and club membership cards. Employee further acknowledges and agrees that his/her access to such property and facilities ceased immediately upon the last day of work, and he/she shall be responsible for reimbursing Exide for all personal expenses associated with any of the foregoing incurred before that date.

6 No Admission of Wrongdoing Employee understands and agrees that by entering into this Agreement, Exide, its directors, officers, and/or agents do not admit any wrongdoing, violation of law, or invasion of any of Employee's rights.

7 Consideration for Release Employee further acknowledges that the consideration recited in this Agreement is the sole and only consideration for this Agreement, that such consideration is adequate and fair, and that no representations, promises, or inducements have been made by Exide, or any of its directors, officers, employees, or agents other than as appear in this Agreement.

8 Consideration Period Employee acknowledges that he/she has been provided with a period of at least forty-five (45) days to consider the terms of this offer from the date this Agreement was first presented to him/her on the date shown on the cover page. Employee agrees that any changes to this offer, whether material or immaterial, will not restart the running of the 45-day period. Employee agrees to notify Exide of his/her acceptance of this Agreement by delivering a signed and notarized copy to Valerie Rannestad, Manager, Human Resources, Exide Technologies, 13000 Deerfield Parkway, Building 200, Alpharetta, GA 30004, no later than May 15, 2002.

Employee understands that he/she may take the entire 45-day period only if the decision to shorten the consideration period is knowing and voluntary and was not induced in any way by Exide. By signing and returning this Agreement, Employee acknowledges that the consideration period afforded Employee a reasonable period of time to consider fully each and every term of this Agreement, including the release and covenant not to sue, and that Employee has given the terms full and complete consideration.

9 Revocation Period Employee acknowledges that he/she shall have seven (7) days after signing this Agreement to revoke it if he/she chooses to do so. If Employee elects to revoke this Agreement, he/she shall give written notice of such revocation to Valerie Rannestad, Manager, Human Resources, Exide Technologies, 13000 Deertfield Parkway, Building 200, Alpharetta, GA 30004, in such a manner that it is actually received within the seven (7) day period.

10 Consultation with Legal Counsel Employee acknowledges that he/she has been advised to consult with independent legal counsel of his/her choosing, at his/her expense, regarding the meaning and binding effect of this Agreement and each and every term hereof prior to executing it.

11 Certification of Understanding Employee, intending to be legally bound hereby, certifies and warrants that he/she had read carefully this Agreement and has executed it voluntarily and with full knowledge and understanding of its significance, meaning, and binding effect. Employee further declares that he/she is competent to understand the content and effect of this Agreement.

12 Affected Employees The decisional unit for purposes of determining which employees would be eligible to participate in the income protection pay program consists of all salaried employees of Exide Technologies. Employees selected for participation were those who received a personalized letter inviting them to participate in the Exide Technologies Income Protection Pay Plan. Employees who were not selected received no letter. A list of all employees in the decisional unit, by job title and age, with a notation of those selected and those not selected, is available to you upon request to the Corporate Human Resources Department. This list is updated each time an individual is selected to participate in this program.

13 Integration Except as expressly provided herein, this Agreement contains the entire understanding between Exide and Employee and supersedes all verbal and written agreements, and there are no other agreements, representations or warranties between them regarding Employee's separation from employment not referenced or set forth in this Agreement.

14 Governing Law Except to the extent superseded by federal law (e.g., ERISA), this Agreement shall be governed by the laws of the New Jersey without giving effect to the choice of law provisions of any state.

15 Headings The headings in this Agreement are included solely for case of reference and shall not be applied or construed to limit or expand upon the rights created hereunder

Sworn to and Subscribed
Before Me this ____ Day
of _____, 2002

Notary Public



Employee - Signature

4/1/02

Date

*NOTE THIS AGREEMENT WAS SIGNED FOR
EXIDE BY VALERIE RANNESTAD, MANAGER OF
HUMAN RESOURCES ON 4/1/02.*



BRYAN PHILLIPS

*EXIDE MADE ONE PAYMENT TO ME UNDER
THIS CONTRACT, COPY ATTACHED.*

Income Protection Policy**Elected Income Protection Pay Plan**

\$1,528.04 per week payable for 2 weeks (or 80 hours) on the company's regular semi-monthly pay cycle	\$1,528.04 per week payable for up to 26 weeks (or 1040 hours) on the company's regular semi-monthly pay cycle
Medical benefits continued at the employee cost that is in effect until the <u>earlier</u> of (a) the first of the month after you become employed by another employer or (b) the end of the month after the month of your termination	Medical benefits continued at the cost that is in effect until the later of (a) the end of the month, 2-months after the month of termination or (b) the end of the month in which your final income protection payment is made. In the event you become eligible for coverage by another employer the applicable coverage detailed above will end at the end of that month

When the medical benefits provided to you by Exide under either the Income Protection Policy or the elected Plan cease, you will be entitled to elect continuation of your medical coverage, at your own cost, under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). Information on COBRA continuation coverage will be provided to you upon termination of the medical coverage provided by Exide. Exide will also provide you with a Certificate of Creditable Coverage pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") upon termination of the medical coverage provided by Exide. If you require a HIPAA Certificate before that time, contact the Exide Human Resources Department.

In addition to the above Elected Income Protection Pay Plan and benefit provisions the following will pertain:

- Payment of your salary until effective date of termination,
- Payment for your accrued but unused vacation as of your termination date,

Enclosed in this package are several pieces of important information. Among these are:

- The Income Protection Policy, and
- The Release and Income Protection Agreement

Please read and consider the enclosed documents carefully. You may want to have your legal advisor review the documents.

CALCULATION OF
UNPAID BALANCE
ON THIS CONTRACT!

$$\begin{array}{r} 1528.04 \\ \times 26 \\ \hline 39729.04 \\ (3310.88) \\ \hline 36418.16 \text{ due} \end{array}$$



P.O. Box 500098
Atlanta, GA 31150

Route INC PRO
Check No. 988659
Check Date. 04/09/02
Period End. 04/15/02

476388466 PHILLIPS, BRYAN J

Income Prot	86 67	38 201	3,310 88	--Gross Pay--	3,310.88	----	24,144 16
				FED Income T	606 24	----	3,721 78
				FED FICA w/h	201 91	----	1,471 55
				FED Medicare	47.22	----	344 15
				GA State Tax	170 32	----	1,080 38
				401(K)		----	2,383 80
				Medical	42.85	----	299 95
				Dental	11 36	----	79 52
				Vision Care		----	29 94

2176 0.36

* Total Gross 86 67 3,310 88 * Deductions 1,079 90 * Net 2,230 98



P.O. Box 500098
Atlanta, GA 31150

Route INC PRO
Check No: 988658
Check Date. 04/09/02
Period End. 04/15/02

476388466 PHILLIPS, BRYAN J

Vac No Auto	25 36	38 201	968 78	--Gross Pay--	968.78	----	20,833.28
				FED Income T	130.00	----	3,115 54
				FED FICA w/h	60.06	----	1,269.64
				FED Medicare	14 05	----	296 93
				GA State Tax	33 04	----	910 06
				401(K)		----	2,383.80
				Medical		----	257 10
				Dental		----	68 16
				Vision Care		----	29 94

* Total Gross 25 36 968 78 * Deductions 237 15 * Net 731 63