PART I: CLAIMANT INFORMATION – GENERAL

United States Bankruptcy Court for the District of Delaware	CONTAMINANT-RELATED PROPERTY DAMAGE PROOF OF CLAIM
Exide Technologies et al Case Number 02-11125 (KJC) Jointly Administered	

This form should be used to assert a CONTAMINANT-RELATED PROPERTY DAMAGE CLAIM against any of the Debtor(s) To assert such a claim YOU MUST COMPLETE AND EXECUTE THIS FORM SO THAT IT IS ACTUALLY RECEIVED BY THE DEBTORS CLAIM AGENT BANKRUPTCY MANAGEMENT CORPORATION AT P O BOX 1063, EL SEGUNDO CALIFORNIA 90245 **FOR MAIL DELIVERIES** OR 1330 E FRANKLIN AVENUE EL SEGUNDO CALIFORNIA 90245 **FOR HAND DELIVERY OR COURIER DELIVERY** ON OR BEFORE 4 00 P M PREVAILING EASTERN TIME ON AUGUST 15 2003 (THE 'CONTAMINANT BAR DATE ') OR YOU WILL BE FOREVER BARRED FROM ASSERTING THE CLAIM

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim Attach a copy of statement giving particulars

☐ Check box if you have never received any notices from the Bankruptcy Court in this case

☐ Check box if your current address differs from the address on the envelope sent to you by the Bankruptcy Court and/or Bankruptcy Management Corporation

☐ Check here if this claim

☐ Replaces
☐ Amends a previously filed claim dated

FILED
AUG 15 2003
BMC

Name of Debtor against which this claim is asserted Exide Technologies

Name of Claimant (the person or other entity to whom the debtor owes money or property)

Gould Electronics Inc.

Name and address where notices should be sent James F. Cronmiller, P.E., Director, Corporate Environmental Affairs, Gould Electronics Inc., 34929 Curtis Blvd., Eastlake, OH 44095

Telephone Number	440-953- 5044
Facsimile Number	440-953-5008
E-Mail Address	JCronmiller@gouldelectronics com
Claimant s Age	N/A – Claimant is corporation
Birth Date	N/A – Claimant is corporation
Social Security Number	N/A – Claimant is corporation

Exide Technologies
05210

PART II: CLAIMS RELATING TO ENVIRONMENTAL CONTAMINATION OR THE OPERATION OF THE DEBTORS' BUSINESSES

IF YOU BELIEVE THAT YOUR ALLEGED PROPERTY DAMAGE IS THE RESULT OF ENVIRONMENTAL CONTAMINATION OR FROM THE OPERATION OF THE DEBTORS' BUSINESSES, YOU MUST BEGIN ON QUESTION 1. IF YOU BELIEVE THAT YOUR ALLEGED PROPERTY DAMAGE CLAIM IS THE RESULT OF A DEFECT IN THE DEBTORS' PRODUCTS, PLEASE SKIP TO QUESTION 17.

QUESTIONS 1-16 AND 37-55 BELOW MUST BE COMPLETED FOR EACH SITE OR BUILDING OR STRUCTURE (THE "SITE") THAT IS THE BASIS OF A CONTAMINANT-RELATED PD CLAIM. IF YOU ARE ASSERTING A CONTAMINANT-RELATED PD CLAIM FOR MORE THAN ONE SITE, THEN YOU MUST FILE A SEPARATE CLAIM FOR EACH SITE.

1 What is the exact location, including, if applicable, the name and street address of the Site

Name See Attachment A - Item 1
Address See Attachment A - Item 2

2 What is your property interest in the Site (for example, owner, operator, lessee) and when did you acquire that interest?

Interest None
Date Acquired N/A

3 Is the Site developed? Yes If yes when was the Site developed? (Please check)

Before 1968 ☐ Between 1968 and 1973 ☐ After 1973 ☐ See Attachment A - Item 3

4 What is the address or location of the Debtor s facility or property which you believe caused the contamination of your Site?

See Attachment A - Item 4

5 Describe the basis for your belief that the Debtor s facility caused contaminant-related damage to your property interest N/A - As explained in the attached summary of Proof of Claim, Claimant does not assert a property interest that has been damaged. This claim is based on a contractual obligation.

6 Specify the contaminant(s) causing the damage

See Attachment A - Item 5

7 Does the property have plumbing?

☐ Yes ☐ No See Attachment A - Item 6

If yes, has the plumbing been tested or examined for lead or lead-containing pipes, joints, or solder? Please attach the test reports If you did not perform or request the tests and do not have the reports, please identify the person who obtained the test report

8 Identify the current use of the property Please be specific detailed and complete

See Attachment A - Item 7

9 Identify each prior use of the property Please be specific detailed and complete

See Attachment A - Item 8

10 Has the property been tested for lead paint?

☐ Yes ☐ No See Attachment A - Item 9

If yes, please attach copy of report

11 Does the property contain Venetian blinds?

☐ Yes ☐ No See Attachment A - Item 10

12 Has coal ever been used as fuel at the Site?

☐ Yes ☐ No See Attachment A - Item 11

13 Has coal ash ever been used on the Site?

☐ Yes ☐ No See Attachment A - Item 12

14 Have you made complaints about your claim(s) against any of the Debtors to any federal, state or local environmental or public health agency?

☐ Yes ☒ No

If yes please identify each complaint by describing the details of the complaint agency to whom addressed and date of complaint Please attach copies of the complaint and any subsequent correspondence sent by you or received from the agency

15 Have you had an appraisal of your Site performed? If yes when and by whom? Please attach copies of each appraisal report NO

16 Have you (or anyone else including but not limited to a lender or prospective purchaser) ever had an environmental assessment done for your property? This includes what are called Phase 1 or Phase 2 assessments, or any property evaluation done for the purpose of identifying potential environmental concerns

See Attachment A - Item 13

If yes, please attach each and every evaluation If you do not have the evaluation identify the person who has the evaluation For further information about environmental property assessments, see for example American Society for Testing and Materials (ASTM) Standard No E-1527-00

PLEASE SKIP TO QUESTION 37 AND COMPLETE QUESTIONS 37-55.

PART III: CLAIMS RELATED TO PRODUCT DEFECT

QUESTIONS 17-36 AND 37-55 MUST BE COMPLETED FOR EACH CLAIM THAT IS THE RESULT OF A DEFECT IN THE DEBTORS' PRODUCTS. IF YOU ARE ASSERTING A CONTAMINANT-RELATED PD CLAIM FOR MORE THAN ONE OF THE DEBTORS' PRODUCTS, THEN YOU MUST FILE A SEPARATE CLAIM FOR EACH PRODUCT.

17 What is the name trade name and/or number of the exact Exide product?_____

_____

18 Describe the product by content (example lead-acid battery nickel cadmium battery, etc) size shape and color?_____

_____

19 What is the make, model number and year of the vehicle or machinery in which the product was being used (or in which you intended to use the product)?_____

_____

20 What is the name and address of the store or person from whom you purchased or obtained the Exide product?_____

_____

21 What is the exact date that you purchased or obtained the product?_____

_____

22 Describe the packaging for the product _____

_____

23 When you purchased or obtained the product, was it new or used?_____

24 Was the product ever installed into any vehicle or equipment?_____

If so, identify the name and address of the person who installed the product (including yourself), the date of installation, and the vehicle or machinery into which it was installed _____

_____

If the product was installed in more than one vehicle or piece of equipment, identify each _____

_____

25 Was any maintenance by anyone ever performed on the product?_____

26 If so, what is the name and address of the person performing that maintenance (including yourself)?_____

_____

27 What maintenance was performed?_____

_____

28 Specify each of the dates that maintenance was performed on the product _____

_____

29 Did you or anyone else ever pour water or any other fluid or substance into the product? If so what was poured into the product, how much was poured, and under what circumstances? Please describe why this was done _____

_____

30 Was any maintenance or repair done to the starter/ignition system or electrical system of the vehicle or machinery (at a time when the product was installed)? _____

If so describe the repair/maintenance that was done and the date(s) on which such repair/maintenance work was done _____

31 Was the vehicle or equipment (in which you were using the product) ever involved in any accidents?____

_____

If so describe the accident the exact location where it occurred (streets name of town and state/province), the date of the accident and whether any accident report was filled out and by whom Please attach copies of any such accident report _____

32 In what location(s) have you operated the vehicle or equipment (in which the product was installed)?____

_____

33 Describe the basis for your belief that the product is defective _____

_____

34 Did you witness any incident involving the product?_____

_____

If so, please describe it fully _____

_____

35 Describe the damage or injury which occurred that you contend resulted from the product defect _____

_____

_____

36 Have vou made complaints about vour claims against Exide to any federal, state local or consumer product safetv agency or authority?_____

_____

If ves please identifv each complaint bv describing the details of the complaint the agencv/authoritv to whom it was addressed, and date of complaint Please attach copies of the complaint and any subsequent correspondence sent by you or received from the agency

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QUESTIONS 37-55 MUST BE COMPLETED BY ALL CLAIMANTS FILING THIS FORM

PART IV: LITIGATION

37 Has any contaminant-related lawsuit ever been filed on behalf of this injured party?

☐ Yes ☒ No

If Yes answer the rest of this section If No skip to Part VI

a Give the two-letter mail code of the state/province where this suit is or was pending _____

b Give the Court in which the case was filed _____

c Give the case number _____

d Has a judgment or verdict been entered?

☐ Yes ☐ No

e If Yes provide the verdict amount and the names of each defendant to the litigation

Verdict Amount _____

Defendants(s) _____

f Who represents you or represented you in the matters?

_____

PART V: SETTLEMENTS

38 Has any contaminant-related property damage claim been submitted on behalf of the injured party to any bankruptcy trust or other claim facility or entity?

☐ Yes ☐ No

39 Who represented you in the matter? _____

40 Has any such claim been settled?

☐ Yes ☐ No

If Yes, please provide aggregate amount of settlements $ _____

41 Has the injured party settled any contaminant-related personal injury claim with any of the Debtors?

☐ Yes ☐ No

If Yes answer the rest of this section If No skip to Part VII

42 Date of settlement

Month Day Year

43 Were there any others named in the lawsuit?

☐ Yes ☐ No

44 Were others named in separate lawsuits claims or demands for the same property?

☐ Yes ☐ No

If Yes please identify (a) the court in which the case was filed, (b) the case number, (c) the names of all defendants to the lawsuit, claim or demand and (d) the date of filing

_____

45 If the matter is settled or concluded, please describe when and how the matter was settled or concluded including the total amount of such settlement and the amounts paid by each defendant Attach any final documents, releases, etc

46 Please check all that apply regarding the status of the settlement

☐ Release executed by or on behalf of injured party and submitted to any of the Debtors prior to April 15 2002

If yes, please attach executed release

☐ Settlement agreement executed by or on behalf of injured party and submitted to any of the Debtors prior to April 15 2002

If yes please attach executed settlement agreement

☐ Settlement paid in full

If Yes, amount $ _____ Date of Payment _____ *Month Day Year*

☐ Settlement paid in part

If Yes, amount $ _____ _____ *Month Day Year*

Settlement documents submitted to any of the Debtors or on behalf of the inured party

Date of Submission _____ *Month Day Year*

Release executed by or on behalf of injured party and any of the Debtors authorizing additional claim for certain diseases manifesting after date of settlement (known as a limited disease release)

Date of Execution

_____

Month *Day* *Year*

PART VI: DEPENDENT OR RELATED PARTY CLAIM

- This section is to be completed only by dependents or related parties (such as spouse or child) of an injured party who believes he/she has a current contaminant-related claim against any of the Debtors that does not involve property damage to himself/herself If a dependent or related party has a current claim against any of the Debtors for containment-related damages that does involve property damage to his/her property as the result of contaminants then such dependent or related party is considered a separate injured party and he/she or the legal representative must fill out a separate Exide Contaminant-Related Property Damage Proof of Claim Form
- This section is to be used by only one dependent or related party If you wish to submit more than one dependent or related-party claim please photocopy this page prior to filling it out and complete a separate page for each person making a claim
- This claim form must be signed by the dependent or related party or the person filing the claim on his/her behalf (such as the personal representative or his/her attorney)

47 Dependent or Related Party Name

Last Name *First Name* *MI*

48 Address

Street Address

City *State/ Province* *Zip Code/ Postal Code*

Country (if not US)

49 Social Security Number

50 Financially Dependent ☐ Yes ☐ No

51 Date of Birth

Month *Day* *Year*

52 Relationship to Injured Party ☐ Spouse ☐ Child ☐ Other specify

53 Injured Party Name

Last Name *First Name* *MI*

54 Injured Party Social Security Number

Please state the nature of the claim specifically, providing any test information required. You must include all available information responding to the previous parts of this Form _____

PART VII: SUPPORTING DOCUMENTATION

15 **Supporting Documents and Materials**

Attach copies of all supporting documents or materials, including, but not limited to, purchase orders, invoices, contracts, specifications, architectural drawings, appraisals, environmental reports, product samples or test results, relating or referring to your claim DO NOT SEND ORIGINAL DOCUMENTS.

If the documents are not available, explain why not. If the documents are too voluminous to attach, attach a summary of the documents identifying and providing a brief description of each document, identifying the location of the document and who has possession and control of it.

If you provide a summary of documents rather than the documents themselves, you are required to consent to the production and release of those documents to the Debtors upon the Debtors' further request

This space is for the Court Use Only

Certain documents referred to in generating this Proof of Claim were provided by Debtor to Gould pursuant to a Confidentiality Agreement between Debtor and Gould By agreement of the parties, this Proof of Claim has been filed with Bankruptcy Management Corporation without attached documents in support of the claim, but a duplicate Proof of Claim, including supporting documentation, was delivered directly to Debtor's counsel, Matthew Kleiman

Subject to the foregoing limitation, attached hereto as Attachment B are copies of significant documents, excluding Gould documents (if any) subject to privilege or work product protection, reviewed in connection with preparation of this Proof of Claim

Additional documents reviewed in preparation of this proof of claim consist almost entirely of documents obtained from Debtor's files and publicly available documents

Due to the large volume of potentially relevant documents and the fact that almost all such documents are already available to Debtor, it is impractical and unduly burdensome to attach copies or summaries of each such document to this Form However, Claimant will make additional non-privileged supporting documents available to Debtor upon the Debtor's further request

PART VIII: SIGNATURE PAGE

All claims must be signed by the injured party or the person filing on his/her behalf (such as the personal representative or attorney).

1 I have reviewed the information submitted on this Form and all documents submitted in support of my claim To the best of my knowledge, the information is accurate and complete

2a I hereby authorize and request each medical professional listed in this claim form and all other parties with custody of any documents or information concerning the injured party's medical history and treatment disclose any and all records concerning the injured party's medical history, diagnoses and treatment to the Debtors or their representatives.

2b I hereby authorize the release of the injured party's Social Security Number for use in comparing information provided separately to other trusts or claims facilities to verify the completeness and accuracy of the information contained in this form

2c I hereby authorize and consent to the production and release of any and all documents that I have not attached to this Form that support my claim

JAMES F. CRONMILLER

James F. Cronmiller

AUG 12 2003
Month Day Year

SIGNATURE OF INJURED PARTY, REPRESENTATIVE, OR ATTORNEY

DIRECTOR CORPORATE ENVIRONMENTAL AFFAIRS
GOULD ELECTRONICS INC.

IF THE SIGNATURE IS NOT THAT OF THE INJURED PARTY, PLEASE PRINT THE NAME OF THE SIGNATORY ABOVE AND INDICATE THE RELATIONSHIP TO THE INJURED PARTY

THE PENALTY FOR SUBMITTING A FRAUDULENT CLAIM IS A FINE OF UP TO $500,000 OR IMPRISONMENT FOR UP TO 5 YEARS, OR BOTH. 18 U S.C. §§ 152, 3571

KEEP A COPY OF THIS PROOF OF CLAIM FORM AND ALL ATTACHMENTS FOR YOUR FILES AND MAIL AN ORIGINAL PROOF OF CLAIM FORM AND COPIES OF ALL ATTACHMENTS TO **BANKRUPTCY MANAGEMENT CORPORATION**, AT P.O BOX 1063, EL SEGUNDO, CALIFORNIA 90245 **FOR MAIL DELIVERIES** OR 1330 E. FRANKLIN AVENUE, EL SEGUNDO, CALIFORNIA 90245 **FOR HAND DELIVERY OR COURIER DELIVERY.**

Attachment A

Item 1 Shreveport

Item 2 6901 Westport Ave , Shreveport, LA

Item 3 Between 1968 and 1973

Item 4 6901 Westport Ave , Shreveport, LA

Item 5 Metals, VOCs, Petroleum Hydrocarbons

Item 6 Unknown

Item 7 Industrial

Item 8 Industrial

Item 9 Unknown

Item 10 Unknown

Item 11 Unknown

Item 12 Unknown

Item 13 This is Not Applicable because this claim does not involve a claim for damage to property of the Claimant Without waiving this objection, to Claimant's knowledge, the following environmental assessments have been performed for this site

Phase I

Claimant's knowledge of these assessments is based upon review of Debtor's files Copies of such documents will be made available to Debtor upon request, but due to the volume of any such assessments and the fact that copies are already in Debtor's possession, duplicate copies are not attached

Summary Statement In Support of Proof of Claim

Gould Electronics Inc ("Gould"), by and through its authorized representative, hereby submits this Summary Statement in Support of Proof of Claim ("Summary") in the above-referenced bankruptcy case of Exide Technologies ("Debtor") When Debtor acquired the GNB battery manufacturing and distribution business in 1983, it also assumed responsibility for all of the environmental liabilities arising from that business Debtor has turned to the bankruptcy process to retain the business and the associated revenue streams, while saddling

Gould with the associated environmental liabilities In support of its Proof of Claim, Gould asserts the following

1 January 1983 Transfer of Battery Liabilities

A Effective January 1983, Gould Inc transferred all of the assets and liabilities of several divisions involved in the manufacture and distribution of lead acid batteries for automotive and industrial uses (hereinafter the "Battery Business") to GNB Batteries Inc a subsidiary The transfer of Battery Business liabilities is set forth in a Restated Assumption Agreement ("Assumption Agreement") The Assumption Agreement effected a complete transfer of environmental liability -- unlimited in time and amount, and covering on-site and off-site liabilities arising from both active Battery Business operations and operations that occurred prior to the transfer[52] -- backed by an obligation to defend and indemnify Gould Inc against such liabilities See GNB Inc v Gould Inc , No 90 C 2413, 1994 U S Dist LEXIS 3631, at *22 (N D Ill March 24, 1994), *affirmed* 65 F 3d 615 (1995) As the successor in interest to GNB Batteries Inc ,[53] Debtor remains obligated to perform all of these obligations under the Assumption Agreement (hereinafter collectively the "Environmental Liabilities") for the benefit of Gould [54]

2 Environmental Liabilities Covered by the Assumption Agreement

A The Environmental Liabilities assumed by the Debtor include remedial costs, damages and defense costs to address on-site and off-site contamination associated with at least 66 facilities formerly owned or operated by the Battery Business, including the following

(i) Battery manufacturing plants,

(ii) Battery container manufacturing plants,

(iii) Lead smelters, and

(iv) Battery distribution and service facilities

B The Environmental Liabilities assumed by the Debtor also include damages, remedial costs and defense costs to address on-site and off-site contamination associated with over 20 other properties owned by third parties, including third-party waste

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[52] Certain specific liabilities were retained by Gould Inc , none of those liabilities are involved in this claim

[53] In 1983, GNB Acquisition Corp purchased from Gould Inc the stock of GNB Batteries Inc After the purchase, GNB Acquisition Corp merged into GNB Batteries Inc and thereafter changed its name to GNB Inc Thus, GNB Inc , as successor to GNB Batteries, Inc , assumed all liabilities associated with the Battery Business Thereafter, GNB Holdings Inc incorporated and became the parent of GNB Inc In 1987, Pacific Dunlop Holdings Inc acquired control of the Battery Business by purchasing the stock of GNB Holdings Inc (the parent of GNB Inc) In 1993 GNB Inc changed its name to GNB Battery Technologies Inc and in 1994 the name was changed again to GNB Technologies Inc Effective September 2000, Debtor (then known as Exide Corporation) purchased the stock of GNB Technologies Inc from Pacific Dunlop Holdings Inc Debtor then merged GNB Technologies Inc with and into Debtor, thereby succeeding to the indemnification obligations under the Assumption Agreement

[54] In 1994 Gould, Inc assigned to Gould Electronics Inc its rights under the 1983 Assumption Agreement

treatment, disposal or recycling facilities that received materials generated by the Battery Business

C Governmental regulators and other third-party claimants have asserted and will continue to assert the Environmental Liabilities against Gould on the grounds that Gould is liable to third parties under applicable environmental law as a former owner or operator of the Battery Business and that the Assumption Agreement did not extinguish such liabilities to third parties

D After the acquisition and merger, Debtor continued to defend and fully indemnify Gould for the Environmental Liabilities However, since filing its bankruptcy petition in this case, Debtor has ceased performing its obligations under the Assumption Agreement

E On June 12, 2002, Debtor sought to reject the Assumption Agreement Gould objected that Debtor could not reject the Assumption Agreement because it was not an executory contract within the meaning of Section 365 of the Bankruptcy Code On November 27, 2002, this Court held that the Assumption Agreement could not be rejected by Debtor

3 The Environmental Liabilities

A Future remedial obligations arising from the Environmental Liabilities may be reasonably estimated in accordance with Method E 2137-1, "Standard Guide for Estimating Monetary Costs and Liabilities for Environmental Matters," promulgated by the American Society for Testing and Materials (herein after the "ASTM Method")

B It is impossible for Gould, based on the disclosure statement filed with the Bankruptcy Court, to determine which properties the Debtor will continue to own, and thereby retain responsibility for the associated Environmental Liabilities, upon emerging from bankruptcy Therefore, as a protective measure to protect its indemnification rights in the event that any such property is sold prior to the Debtor's emergence from chapter 11, Gould has filed Proofs of Claim for Environmental Liabilities with respect to certain properties currently owned by the Debtor

C The amount of this claim is unliquidated

4 Debtor is obligated under the Assumption Agreement to indemnify Gould for any legal costs incurred in defending all of the Environmental Liabilities covered by this Proof of Claim In light of the scope and complex legal nature of such liabilities, Environmental Liabilities in the form of legal defense costs are reasonably likely However, the amounts of Environmental Liabilities to be incurred for defense consist of contingent, unliquidated amounts that cannot be exactly determined at this time

5 This Proof of Claim is without prejudice to any right under 11 U S C § 553 to set off, against this claim, debts, if any, owed by Gould to Debtor

6 This claim is filed as a general unsecured claim except to the extent that Gould is entitled to administrative priority for any post-petition liabilities of Debtor This Proof of Claim is filed only in a protective fashion with respect to post-petition liabilities and is not a waiver of

Gould's right to assert an administrative expense claim for Environmental Liabilities under sections 503(b) and 507(a)(1) of the Bankruptcy Code, 11 U S C §§ 503(b) and 507(a)(1), or to recover Environmental Liabilities that do not arise from a pre-confirmation claim

7 This Proof of Claim is filed to protect Gould's rights relating to the contractual indemnity assumed by Debtor under the Assumption Agreement Nothing in this Proof of Claim shall be construed as an admission of liability by Gould for any of the past or future remedial costs to be incurred at this site Gould reserves the right to assert all available defenses in any future action with respect to this site

8 This Proof of Claim asserts claims for Environmental Liabilities to the extent of the information known to Gould as of the date this Proof of Claim is filed Gould reserves the right to amend this claim to assert subsequently discovered liabilities, or to update the amounts of the claims as set forth above Gould reserves the right to assert additional claims within such time as shall be set by the Bankruptcy Court

Attachment B

ADDITIONAL SUPPORTING DOCUMENTS