

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 **Dixie Metals Company**

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

The St Paul Companies, Inc , St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company, St Paul Mercury Insurance Company and Seaboard Surety Company (collectively, "The St Paul Companies")

Name and address where notices should be sent	Bruce Corriveau Esq , The St Paul Companies, Inc , Baltimore Operation – MC53 5801 Smith Avenue Baltimore, MD 21209 (410) 205-0592 (410) 205-6448 <u>Bruce.Corriveau@stpaul.com</u>
Telephone Number	
Facsimile Number	
E-Mail Address	
Claimant's Age	n/a
Birth Date	n/a
Social Security Number	n/a

**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 Item 4 as set forth in the attached Exhibit 1**
Address **Same as above**

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

Interest **At the request of the Debtors, The St Paul Companies issued one or more bonds relating to the Debtors' environmental obligations at the Site**

Date Acquired **The Debtors executed a General Indemnity Agreement dated January 11, 2000 in favor of The St Paul Companies. The date of the pertinent bond(s) is as set forth in the bond documents.**

3 Is the Site developed? _____ If yes, when was the Site developed? (Please check)
Before 1968 ☐ Between 1968 and 1973 ☐ After 1973 ☐

The Site is believed to be owned by one or more of the Debtors, and the Debtors are in possession of the information requested in this question.

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

See response to No. 1 above

5 Describe the basis for your belief that the Debtor's facility caused contaminant-related damage to your property interest.

The Debtors operate, or have operated, at the Site and St Paul has not been released from the bond(s) by the obligee(s).

6 Specify the contaminant(s) causing the damage.

The Debtors operate, or have operated, at the Site and are in possession of the information requested in this question.

7 Does the property have plumbing?
☐ Yes ☐ No

The Debtors operate, or have operated, at the Site and are in possession of the information requested in this question. The St Paul Companies do not possess this information.

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

The Debtors operate, or have operated, at the Site and are in possession of the information requested in this question St Paul does not possess this information

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

The Debtors operate, or have operated, at the Site and are in possession of the information requested in this question St Paul does not possess this information

10 Has the property been tested for lead paint?

☐ Yes ☐ No

The Debtors operate, or have operated, at the Site and are in possession of the information requested in this question St Paul does not possess this information

If yes, please attach copy of report

11 Does the property contain Venetian blinds?

☐ Yes ☐ No

The Debtors operate, or have operated, at the Site and are in possession of the information requested in this question St Paul does not possess this information

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

☐ Yes ☐ No

The Debtors operate, or have operated, at the Site and are in possession of the information requested in this question St Paul does not possess this information

13 Has coal ash ever been used on the Site?

☐ Yes ☐ No

The Debtors operate, or have operated, at the Site and are in possession of the information requested in this question St Paul does not possess this information

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 **The St Paul Companies have not had an appraisal performed**

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 **To the extent that St Paul has had any environmental assessments done, such assessments are privileged attorney work product and are not required to be produced at this time**

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?

Not Applicable

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

Not Applicable

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)?

Not Applicable

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

Not Applicable

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

Not Applicable

22 Describe the packaging for the product

Not Applicable

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

Not Applicable

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

Not Applicable

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

Not Applicable

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

Not Applicable

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

Not Applicable

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

Not Applicable

27 What maintenance was performed?

Not Applicable

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

Not Applicable

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

Not Applicable

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)?

Not Applicable

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

Not Applicable

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

Not Applicable

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

Not Applicable

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

Not Applicable

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

Not Applicable

34 Did you witness any incident involving the product?

Not Applicable

If so, please describe it fully

Not Applicable

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

Not Applicable

36 Have you made complaints about your claims against Exide to any federal, state, local or consumer product safety agency or authority?

Not Applicable

If yes, please identify each complaint by describing the details of the complaint, the agency/authority 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

**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 (other than litigation in the Bankruptcy Court)

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

Not Applicable

b Give the Court in which the case was filed

Not Applicable

c Give the case number

Not Applicable

d Has a judgment or verdict been entered?

☐ Yes ☐ No

Not Applicable

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

Not Applicable

Verdict Amount

Defendants(s)

f Who represents you or represented you in the matters?

Not Applicable

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

Not Applicable

39 Who represented you in the matter?

Not Applicable

40 Has any such claim been settled?

☐ Yes ☐ No

Not Applicable

If Yes, please provide aggregate amount of settlements

Not Applicable

\$

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

Not Applicable

☐ Yes ☐ No

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

42 Date of settlement

Not Applicable

Month Day Year

43 Were there any others named in the lawsuit?

Not Applicable

☐ Yes ☐ No

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

Not Applicable

☐ 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

Not Applicable

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

Not Applicable

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

Not Applicable

☐ 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

Date of Payment

☐ Settlement paid in full

If Yes, amount \$ _____

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 injured 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 contaminant-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

Not Applicable, provided, however, that The St. Paul Companies reserve all rights to any claims they may hold through rights of subrogation or otherwise.

Last Name

First Name

MI

48 Address

Not Applicable

Street Address

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

Country (if not U.S.)

49 Social Security Number

Not Applicable

50 Financially Dependent

☐ Yes

☐ No

Not Applicable

51 Date of Birth

Not Applicable

Month Day Year

52 Relationship to Injured Party ☐ Spouse ☐ Child

☐ Other, specify

Not Applicable

53 Injured Party Name

Not Applicable

Last Name First Name MI

54 Injured Party Social Security Number

Not Applicable

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

55 Supporting Documents and Materials

This space is for the Court Use
Only

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

See additional documents attached.

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.



SIGNATURE OF INJURED PARTY,
REPRESENTATIVE, OR ATTORNEY
Lisa Tancredi, Esq.

8/14/03

Month Day Year

**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 TO PROOF OF CLAIM OF
THE ST PAUL COMPANIES, INC.**

The St Paul Companies, Inc , St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company, St Paul Mercury Insurance Company and Seaboard Surety Company (collectively, “The St Paul Companies”) file this proof of Contaminant Related Property Claim against Exide Technologies, et al (collectively, the “Debtors”) As more fully discussed below, The St Paul Companies file this protective proof of claim as an administrative claim and as a secured claim, to the extent that these claims are secured

Before the Debtors’ April 15, 2002 petition date, certain of The St Paul Companies (“St Paul”) issued various necessary bonds on behalf of the Debtors (collectively, the “Bonds”) including but not limited to the Bonds identified on Exhibit 1 attached hereto Copies of the Bonds identified on Exhibit 1 are available to the Debtors upon request The face amount of the Bonds exceeds \$52 million, and they include financial assurance bonds exceeding \$30 million to guarantee closure/postclosure obligations of the Debtors at various of their facilities across the United States, guarantee bonds exceeding \$9 million issued in connection with Exide’s workers’ compensation program (as required by Zurich Insurance Company, Exide’s workers’ compensation insurer), and a bond of \$15 million issued to guarantee obligations of Exide relating to construction of a facility in Uzbekistan (the “Uzbekistan Bond”)

In connection with the issuance of the Bonds, Exide Corporation (“Exide”), on behalf of the Debtors, executed a General Indemnity Agreement in favor of St Paul, dated January 11, 2000 (the “GIA”) A copy of the GIA is available to the Debtors upon request Exide also provided St Paul with a letter of credit in the amount of

\$12,568,379.50 (the "Letter of Credit"), to secure its obligations under the GIA. The Debtors' liability to St. Paul for losses, premiums, expenses, attorneys' fees, costs and any other amounts incurred by reason of having executed the Bonds is secured by the Letter of Credit and any proceeds thereof.

The Letter of Credit was issued by Fleet National Bank, one of Exide's prepetition lenders, and it had an expiration date of September 27, 2002. Prior to the expiration date, St. Paul was notified that Fleet National Bank did not intend to renew the Letter of Credit. The Debtors advised St. Paul that the Letter of Credit would not be replaced, and St. Paul drew down the Letter of Credit on September 26, 2002 and retained the proceeds (the "LOC Proceeds").

St. Paul has suffered losses and incurred expenses on account of the Bonds, and it has applied \$5,061,491.72 of the LOC Proceeds to losses and expenses and is holding in a segregated St. Paul account the remaining \$7,506,887.78.

All of the Bonds are, or will be, due for renewal on an annual basis, and are necessary for the Debtors' continued business operations. The Bonds are financial accommodations under §365(c) of the Bankruptcy Code, and they cannot be assumed by the Debtors. Postpetition use and renewal of the Bonds by the Debtors are extensions of credit pursuant to §364 of the Bankruptcy Code. Pursuant to §363(c) of the Bankruptcy Code, to the extent that postpetition use of the Bonds by the Debtors may be use of property, such use must be conditioned upon providing adequate protection. St. Paul expressly reserves the right to demand adequate protection, terminate the Bonds, and refuse renewal thereof.

Notwithstanding the filing of this Proof of Claim, The St Paul Companies hold claims for payment as administrative expenses on account of the bonding relationship. This Proof of Claim is filed for protective purposes as to such claims for payment of administrative expenses under 11 U.S.C. § 503.

St Paul holds claims against the Debtors through subrogation, including but not limited to subrogation under 11 U.S.C. § 509, other statutory law, state and federal common law and general principles of equity. Such claims through subrogation include but are not limited to those claims held by various governmental units and entities relating to reclamation, clean-up and/or other environmental claims, which claims may be secured by state and federal statutory liens, and/or are entitled to status as administrative claims under 11 U.S.C. § 503.

The St Paul Companies reserve (i) any and all claims, rights and/or remedies they may have, including, but not limited to, claims for indemnification, contribution, rescission, breach of contract, fraud, misrepresentation, specific performance, injunctive relief, reimbursement and/or subrogation, related to or arising from transactions by or among or involving The St Paul Companies, the Debtors and/or any of their respective affiliates, successors, predecessors or assigns, arising as a matter of law or equity, (ii) any rights, claims and/or remedies they may have, including, but not limited to, claims for indemnification, contribution, rescission, breach of contract, fraud, misrepresentation, specific performance, injunctive relief, reimbursement and/or subrogation, related to, arising from or on account of any and all past, present or future litigation in which the Debtors and/or any of their affiliates, successors, predecessors or assigns is or may become a party in interest (whether named or unnamed) and any claims asserted in

connection therewith, and (iii) any and all claims, (a) under applicable law or equity, and/or (b) arising, in connection with and/or related to any and all transactions and/or transfers between or involving The St Paul Companies and the Debtors including, but not limited to, any and all contracts, pledges, security interests, leases, guaranties, indemnities, letters of credit, contributions, fiduciary obligations, trusts, quasi-contracts, properties, replevins, conversions, misrepresentations, set offs or fraud

The St Paul Companies are continuing to investigate the elements of their claims. Accordingly, this Proof of Claim is also a protective proof of claim and is filed to protect The St Paul Companies from potential forfeiture of any rights against the Debtors. The filing of this Proof of Claim shall not constitute (i) a waiver or release of the rights of The St Paul Companies against the Debtors or any other person or property, (ii) a waiver of The St Paul Companies' rights to contest the jurisdiction of the Bankruptcy Court with respect to the subject matter of the claims set forth herein, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving The St Paul Companies, or (iii) an election of remedies or choice of law.

The St Paul Companies expressly reserve the right to amend and/or supplement this Proof of Claim from time to time for any purpose or reason including, but not limited to, adding additional bonds or amounts, or asserting administrative or secured claims. In addition, The St Paul Companies expressly reserve the right to take such actions as may be appropriate to enforce their administrative and secured claims. Further, the filing of this proof of claim is without prejudice to St Paul's right to contend that the Debtors' environmental obligations are not "claims" and/or that such obligations may not be

compromised or discharged

EXHIBIT 1

SUMMARY OF EXIDE BONDS

(as of 8/1/2003)

Item No.	Bond No.	Obligee	Principal	Penal Sum	Site Address
1	32375501	PA Turnpike Commission	Exide Corporation	7,500	Pennsylvania Turnpike System
2	32375601	Zurich Insurance Company	Exide Corp	2,004,440	All Exide Sites
3	37600301	Zurich Insurance Company	Exide Corporation	7,099,000	All Exide Sites
4	32377701	Indiana Dept of Envir Mgt	Refined Metals Corp	999,617	Refined Metals Facility 3700 South Arlington Avenue Beech Grove, Indiana
5	400JT6559	Tilden Township	Exide Corporation	124,300	Roads of Tilden Township, PA
6	37645903	Customs Bond	Exide Corp	200,000	
7	281122	Supply Performance Bond SD	Exide Corp	500	
8	323788	Permit Bond Palm Beach, FL	Exide Corp	10,000	
9	400JT6545	Indiana Dept of Envir Mgt	Exide General Battery Corp	1,820,202	Exide Corporation, 2601 W Mt Pleasant Blvd , Munice, IN 47302
10	400JT6547	LA Dept of Environ Quality	Exide Corp Schuylkill Metals	192,903	Exide Corporation, 2400 Brooklawn Dr Baton Rouge, LA 70874-4040
11	400JT6548	LA Dept of Environ Quality	Exide Corp Schuylkill Metals	1,449,285	Exide Corporation, 2400 Brooklawn Dr Baton Rouge, LA 70874-4040
12	400JT6549	Missouri Dept of Natural Resources	Exide Corporation	879,435	Exide Corporation P O Box 156 Forest City, MO 64451
13	400JT6550	TN Dept of Environment	Exide Corp Refined Metals	56,565	Refined Metals Corporation 257 West Mallory Avenue, Memphis, TN 38109
14	400JT6552	PA Muhlenberg Twp & Laureldale Borough Permit No PAD 990753089	Exide Corporation	1,572,274	Exide Corporation Spring Valley Road & Nolan Street Laureldale, PA 19605
15	400JT6546	U S EPA	Exide Corp General Battery Corp	135,270	Exide Corporation RR#1, Grant Street, Manchester, IA 52031

Item No	Bond No	Obligee	Principal	Penal Sum	Site Address
16	32377501	Henry Balmer	Exide Corporation	3,500	Property of Mr Balmer known as the "Access Area" as set forth in the Bond
17	400JT6563	Environmental Protect Division	Exide Corporation	9,453,781	Exide Corporation 3639 Joy Road Columbus, GA 31906
18	400JT6562	Department of Environmental Protection	Exide Corporation	15,682,978	Exide Corporation 3521 South 50 th St Tampa, FL 33619
19	400JT6564	PA Environmental Protection Bureau of Land Recycling Laureldale, PA	Exide Corporation	1,572,274	Exide Corporation Spring Valley Road & Nolan Street Laureldale, PA 19605
20	323772	NJ Turnpike Authority	Exide Corporation	1,000	New Jersey Turnpike