

PROOF OF CLAIM

In re
Exide Technologies
P268-070249-01

Case Number
02-11125

101730
YOUR CLAIM IS SCHEDULED AS
sa42109
UNKNOWN UNSECURED CONTINGENT
DISPUTED, UNLIQUIDATED

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.

Name of Creditor and Address
02209278109532
Elizabeth Fisher
JACQUE-BELONG CLAIM REPRESENTATIVE
SEARS C/O HELMSMAN MGMT SVCS INC
1800 PLAZA DR STE 008 PO Box 768
SCHAUMBURG, IL 60173-7900
MISHAWAKA IN 46546 0768

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.
 Check box if you have never received any notices from the bankruptcy court in this case.
 Check box if this address differs from the address on the envelope sent to you by the court.

The amounts reflected above constitute your claim as scheduled by the Debtor. If you agree with the amounts set forth herein and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.
If the amounts shown above are listed as Contingent Unliquidated or Disputed, a proof of claim must be filed.
If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.
THIS SPACE IS FOR COURT USE ONLY

Creditor Telephone Number (Area) 348-2478 x 2506
CREDITOR TAX ID #: 04-2791584

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR
P268-070249-01

Check here replaces or amends a previously filed claim dated _____

1 BASIS FOR CLAIM
 Goods sold
 Services performed
 Money loaned
 Personal injury/wrongful death
 Taxes
 Other (describe briefly): Battery leaked causing damage
 Retiree benefits as defined in 11 U.S.C. § 1114(a)
 Wages, salaries, and compensation (Fill out below)
Your social security number: _____
Unpaid compensation for services performed from _____ to _____ (date) (date)

2. DATE DEBT WAS INCURRED 09-07-2000

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE \$ 315.67 (unsecured) \$ (secured) \$ (unsecured priority) \$ (total)

If all or part of your claim is secured or entitled to priority, also complete item 5 or 6 below.
 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
 Check this box if your claim is secured by collateral (including a right of setoff).
Brief description of collateral:
 Real Estate
 Motor Vehicle
 Other _____
Value of collateral \$ _____
Amount of arrearage and other charges at time case filed included in secured claim above, if any \$ _____

6 UNSECURED PRIORITY CLAIM
 Check this box if you have an unsecured priority claim.
Specify the priority of the claim:
 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)
 Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(4)
 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)
 Alimony, maintenance, or support owed to a spouse, former spouse, or child. 11 U.S.C. § 507(a)(7)
 Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8)
 Other - Specify applicable paragraph of 11 U.S.C. § 507(a) _____
*Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

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 your claim, please enclose a self-addressed stamped envelope and an additional copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 4:00 pm, prevailing Eastern Time on July 26, 2004.
BY MAIL TO
Exide Technologies et al
c/o Bankruptcy Management Corporation
PO Box 1063
El Segundo, CA 90245 - 1063
BY HAND OR OVERNIGHT DELIVERY TO
Exide Technologies, et al
c/o Bankruptcy Management Corporation
1330 East Franklin Ave
El Segundo, CA 90245

THIS SPACE FOR COURT USE ONLY
FILED
AUG 04 2004
BMC
Exide Technologies
04654

DATE SIGNED
7/29/2004

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).
Elizabeth C Fisher for Helmsman Management Service

Penalty for presenting fraudulent claim is a fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 AND 3571

PAGE 01

CHECK LIST (CK)

SPEC CLM SERV H

INSD SEARS ROEBUCK AND CO

DOL 09/07/2000 CLAIM NO P 268-070249-01 HOD

CLMT ALLEN, DARLENE

CLAIM STATUS O

| SV NO | CH/EFT NO | PAYEE | PYMT AMT | ISSUE DATE | T/C ST | PR ST | RV ST | R/R ST | ID |
|-------|-----------|---------------|----------|------------|--------|-------|-------|--------|---------|
| 001 | 00098178 | DARLENE ALLEN | 315 67 | 10/26/2000 | | | 00 | | C268B24 |

SKIP TO DATE

ENTER SV NO AND
 SP CMSP R+C CMR+C STATUS STOP PRINT DISPLAY CORR MENU
 R/R ST MESSAGE

SCREEN SUFFIX REMARKS Y ID A499B10

S



Helmsman Management Services, Inc

Original

Elson

NOTICE OF RELEASE AND SETTLEMENT OF CLAIM

Darlene Allen - Sears Roebuck & Co
File No 268-070249-01

FILE

For the sole consideration of Three Hundred Fifteen Dollars And 67/100 (\$315 67) The undersigned hereby releases and forever discharges

SEARS ROEBUCK & COMPANY, HELMSMAN MANAGEMENT SERVICES, EXIDE, and all other persons, firms and corporations from all claims and demands, rights and cause of action of any kind the undersigned now has or hereafter may have on account of or in any way growing out of Personal injuries known or unknown to me/us at the present time and Property Damage resulting or to result from an occurrence which happened on or prior to, September 7th, 2000, and do hereby covenant to indemnify and save harmless the said party or parties from against all claims and demands whatsoever on account of or in any way growing out of said occurrence or its results both to person and property This release expresses a full and complete SETTLEMENT of a liability claimed and denied, regardless of the adequacy of the above consideration, the acceptance of this release shall not operate as an admission of liability on the part of anyone nor as estoppel, waiver or bar with respect to any claim the party or parties released may have against the undersigned Witness my hand and seal

(1) Dated 10-17 2000

YOU ARE MAKING A FINAL SETTLEMENT THIS IS A RELEASE READ BEFORE SIGNING

(4) _____
(Witness Signature)

(Address)

(5) _____
(Witness Signature)

(Address)

(2) I/WE Darlene Allen DARLENE ALLEN

(3) Darlene Allen
(Signature)

(3) _____
(Signature)

S

Sept 27, 2000

TO: ELBA PEREZ,

RE CLAIM # P268-079249-01

DEAR ELBA

FOLLOWING ARE COPIES OF THE REPAIRS I HAD TO
HAVE DONE TO MY 93 CHEV DUE TO A LEAK
FROM THE BATTERY I AM ALSO ENCLOSEING
RECEIPTS FOR AN ALTERNATOR THAT MY HUSBAND
REPLACED ON 9/07/00. WHEN I DID GET THE
NEW BATTERY, LES SCHWAB INFORMED ME THAT
THE CHARGING SYSTEM WAS NOT WORKING.
IT WOULD HAVE TAKEN 2-3 DAYS TO GET IT
INTO A SHOP TO HAVE IT REPAIRED, SO MY
HUSBAND BOUGHT THE PART (ALTERNATOR) AND
DID IT HIMSELF WE COULD NOT HAVE
WAITED! THE NEW BATTERY WOULD ONLY HOLD
A CHARGE FOR 4-5 HOURS. THE TOTAL COST
AFTER WE RECEIVED OUR CORE DEPOSIT BACK,
WAS \$137.54. THE MECHANIC TOLD US
THAT THE FAULTY BATTERY JUST DRAINED THE
ALTERNATOR THEREFORE, I AM SENDING REC-
EPTS FOR CLAIMS FOR THAT AS WELL

MY CAR ONLY HAS 67,000 MILES & IT IS IN REALLY GOOD SHAPE I HAVE NEVER HAD ANY PROBLEMS WITH IT AS FAR AS IT NOT STARTING

IF YOU HAVE ANY QUESTIONS, PLEASE CALL ME @ (208) 345-7942.

THANK YOU,

Donewell

3991 E SWEET PEA CT
BOISE, ID 83716

| | |
|--------------------|---------------|
| REPAIRS - | 178.13 |
| NEW ALTERNATOR - | 137.34 |
| TOTAL | <u>315.47</u> |
| DAMAGES | |

Schuck's Auto Parts

2213 Broadway Ave
Boise ID 83706 STORE#01247
(208) 331-7736 09/07/00 11:56:50
REGISTER #4 1 5121 CASHIER# 009050-02
Mgr# ASSOC#0000009850

PA 6011202 1337-4-3 AUTOLITE 1 @ 130.99 130.99
Lifetime W/24
Month Road
Service*

Warehouse Order 0715 060706530 Tri-Star 09/07/00
CL 6007275 CORE ALT E AUTOLIT 1 @ 40.00 40.00
Warehouse Order 0715 060706530 Tri-Star
SUBTOTAL 170.99
TAX 5.00% 8.55
TOTAL 179.54

CREDIT CARD -179.54
CHANGE DUE 0.00

ALAN, KYLE

Warehouse Order

We will hold items for 14 days
after notifying you of its
arrival. No factory order items
may be returned. No new returns
are accepted after 21 days.
Please return this receipt for item
pick-up, core return, and warranty

TRANSACTION #00401154

Receipt Required for Returns

Thank you for your
business

*See warranty brochure for
additional terms of warranty

Card holder agrees to pay total shown
hereon according to the card issuer
agreement

CREDIT CARD SLIP

Credit Card Amount 179.54
Card No XXXXXXXXXXXX4057
Card Type VISA
Holder XXXXXXXXXX
Expiration 0204
Approval 551478 S

<<CUSTOMER COPY>>

Schuck's Auto Parts

2213 E Broadway Ave
Boise ID 83706 STORE#01247
(208) 331-7736 09/27/00 11:23:00
REGISTER #4 1 5121 CASHIER# 006065-02
Mgr# ASSOC#0000009850

CL 6007275 CORE ALT E AUTOLIT - 2 @ 40.00 -40.00
CORE REFUND -40.00
TAX 5.00% -2.00
TOTAL -42.00

CREDIT CARD REFUND 42.00

CHANGE DUE 0.00
ALAN MHRK

TRANSACTION #00401290

Receipt Required for Returns

Thank you for your
business

Card holder agrees to pay total shown
hereon according to the card issuer
agreement

CREDIT CARD SLIP

Credit Card Amount 42.00
Card No XXXXXXXXXX4057
Card Type VISA
Holder XXXXXXXXXX
Expiration 0204
Approval CREDIT S

<<CUSTOMER COPY>>

S

626008

314060



Roundtree
Automotive

9599 W Fairview Avenue
BOISE IDAHO 83704
(208) 323 5100

cashier

DARLENE ALLEN
MARK ALLEN
3991 E SWEET PEA CT
BOISE, ID 83716
HOME 208-345-7942 BUS 208-493-2086

INVOICE

PAGE 1

SERVICE ADVISOR 3267 THAD ASTON

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN/ OUT | TAG | |
|------------|-----------|------------------|-----------------------------|---------|-----------------|---------|-----------|
| | 93 | CHEVROLET CAMARO | 2G1FP22S1P2133027 | | 64009/64009 | T8703 | |
| DEL DATE | PROD DATE | WARR EXP | PROMISED | PO NO | RATE | PAYMENT | INV DATE |
| 01JAN1993 | | 01JAN1993 | 17 24 13SEP00 | | 69 47 | CASH | 18SEP2000 |
| R O OPENED | | READY | OPTIONS DLR 36017 AXL-BLACK | | | | |

| LINE | OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |
|------|--------|------|------|-------|------|-----|-------|
|------|--------|------|------|-------|------|-----|-------|

A C/S THAT THE BATTERY WAS REPLACED AT SEARS SEARS BROKE CRADLE
BATTERY BROKE SPILLED ACID PLEASE FIX LIKE NEW SAVE MALL
REPLACED PARTS FOR CLAIM AGAINST SEARS PLEASE PHOTO
50 REPAIR BATTERY ACID DAMAGE
17 CT 1 90 131 99 131.99
1 10402687 RESERVOIR 30 74 30 74 30 74

64009 --- ACID DAMAGE --- REPAIR ACID DAMAGE 1 9 HRS --- THE
BATTERY TRAY IS BROKEN AND THERE IS BATTERY ACID DAMAGE IN THE AREA
THE BATTERY TRAY IS PART OF THE COOLANT RESEVOI R AND NO PART IS LOCAL
P O O 9/14 AM KEVIN PAINT DAMAGE TO BE REPAIRED WHEN BATTERY TRAY IS
REMOVED AFTER REMOVAL OF THE BATTERY AND COOLANT RESEVOI R AND A LOWER
CLOSEOUT PANEL BELOW, I CLEANED AND PAINTED ALL DAMAGED AREAS I
TRANSFERED A TUBE AND GROMMET TO THE NEW RESEVOIR AND INSTAL LED IT TO
THE VEHICLE FINALLY AFTER REASSEMBLY OF ALL REMOVED PARTS I REFILLED
THE COOLANT AND VERIFIED PROPER OPERATION

B COURTESY EXTERIOR VEHICLE WASH
S605 COURTESY EXTERIOR VEHICLE WASH
97IWRAR 0 40

(N/C)

EST 60 00 13SEP00 09-53 SA 326

CUSTOMER PAY ENVIRONMENTAL COMPLIANCE & SHOP SUPPLIES FOR REPAIR ORDER 13 20

ROUNDTREE AUTOMOTIVE WOULD LIKE TO THANK YOU
FOR GIVING US THE CHANCE TO SERVICE YOUR VEHI
CLE YOU MAY BE CONTACTED SOON REGARDING THE
LEVEL OF SERVICE YOU RECEIVED IF FOR "ANY" R
EASON YOU CANNOT SCORE US "COMPLETELY SATISFI
ED", PLEASE CONTACT US AS SOON AS POSSIBLE.
THIS SURVEY SCORES "YOUR" SERVICE ADVISOR

| DESCRIPTION | TOTALS |
|-------------------------------|---------------|
| LABOR AMOUNT | 131 99 |
| PARTS AMOUNT | 30 74 |
| GAS OIL LUBE | 0 00 |
| SUBLET AMOUNT | 0 00 |
| MISC CHARGES | 13 20 |
| TOTAL CHARGES | 175 93 |
| LESS INSURANCE | 0 00 |
| SALES TAX | 2.20 |
| PLEASE PAY THIS AMOUNT | 178 13 |

COVERAGE PROVIDED

The Dealer warrants to the original retail Purchaser and to Purchasers at wholesale for subsequent reselling that it will repair or replace without charge including related labor any part of any new part or accessory that is sold by the Dealer to the purchaser that is found to be defective in material or workmanship within a period of 90 days from the date of installation or 4 000 miles of service whichever comes first (1) LABOR FOR REMOVAL AND REINSTALLATION OF A PART OR ACCESSORY SOLD OVER THE COUNTER IS NOT COVERED BY THIS WARRANTY

The Dealer must be furnished with the Purchaser's copy of the original sales slip on counter sales or Purchaser's copy of the repair order on dealer installations to validate the date of purchase and vehicle mileage as applicable

THIS WARRANTY DOES NOT COVER PARTS OR ACCESSORIES THAT FAIL DUE TO ABUSE MISUSE NEGLIGENCE ALTERATION OR ACCIDENT OR WHICH HAVE BEEN IMPROPERLY LUBRICATED OR REPAIRED OR USED IN APPLICATIONS FOR WHICH THEY WERE EITHER NOT DESIGNED OR NOT APPROVED BY THE COMPANY OR ARE CLEANED ADJUSTED OR REPLACED AS PART OF NORMAL MAINTENANCE OR SPARK PLUGS THAT ARE OIL FOULED LEAD FOULED OR WHICH FAIL DUE TO THE USE OF LOW GRADE FUEL, IMPROPER SELECTION OF HEAT RANGE OR MISAPPLICATION OR FAILURES CAUSED BY NON GM PARTS

CUSTOMER SIGNATURE

SUPPLIES A token charge is included for supplies used on your vehicle Applicable items such as tape pins aerospray shellac solvent rags carburetor cleaner towels solder battery cleaner sealants window sealer etc

CUSTOMER COPY

S

1000 Plaza Dr
Suite 600
Schaumburg, Illinois 60173-7900

Telephone 800-811-8175
Fax 847-517-2540



Helmman
Management
Services, Inc

September 21, 2000

Exide Corporation
Attn William Frear
645 Penn Street
Reading, PA 19601

RE Darlene, Allen- Sears, Roebuck & Co
Claim Number P268-070249-01

Dear Mr Frear

Helmman Management Services, Inc is the third party administrator for Sears, Roebuck & Co The above-captioned claim for damages has been made against Sears alleging liability arising out of the sale of your product We hereby tender complete defense and indemnification of Sears to you and your insurance company

Specifically, the claimant, Mrs Allen alleges that on 09/07/2000, the battery she purchased from Sears began to leak from the terminals causing damage to her vehicle She resides at 3991 East Sweetpea Court, Boise ID, 83716 and a telephone number of (208) 345-7942 The battery has a model number of 22836475 and was purchased on 01/06/1997 Mrs Allen is currently in possession of the defective battery Via carbon copy of this correspondence, we are advising him of the tender of this claim to you

The local contact at Sears is Martinez, Preston He can be reached at the telephone number of (208) 323-5728 and the address of 460 North Milwaukee street , Boise, ID 83788

Your relationship with Sears requires that you add Sears as an additional insured on your insurance policy You also agreed to indemnify and hold harmless Sears for any liability it has arising out of the sale of the product

As a result, I request that you forward this tender to your insurer, and that you and your insurer agree to accept Sears' complete defense and indemnity with respect to this claim Please confirm within thirty (30) days that you and your insurance company will accept the complete defense and indemnification of

S

Sears If confirmation is not received by that time, Helmsman and Sears will take whatever actions necessary to enforce your obligations to Sears

Should you have any questions in this regard, please feel free to contact me at 800-811-8175, ext 2488

Sincerely,

Elsa, Perez
Senior Claims Representative


Elsa, Perez

cc Darlene, Allen

Martinez, Preston / MGR
Sears, Roebuck & Co

5