

PROOF OF CLAIM


In re
Exide Technologies

P268-12689 -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
~~JACKIE DELONG CLAIM REPRESENTATIVE~~
SEARS C/O HELMSMAN MGMT SVCS INC
1000 PLAZA DR STE 600
SCHAUMBURG, IL 60173-7908
PO Box 768
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 ()
CREDITOR TAX ID #
04-2791584

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR
P268-12689 -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 acid, exposed*
 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 *11-16-2002* 3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE \$ *244.87* (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

04658

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 Fisher for Helmsman Management Services

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 11/10/2002	CLAIM NO P 268-126589-01 HOD
CLMT GREEN, EMMA S		CLAIM STATUS O

SV	CH/EFT	PAYEE	PYMT	ISSUE	T/C	PR	RV	R/R	ID
NO	NO		AMT	DATE	ST	ST	ST	ST	
001	00143575	EMMA S GREEN	244 87	03/04/2003			00		C268B53

SKIP TO DATE

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

SCREEN	SUFFIX	REMARKS Y	ID A499B10
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S



Helmsman Management Services, Inc

FILE
314 JW

NOTICE OF RELEASE AND SETTLEMENT OF CLAIM

Emma Green - Sears Roebuck and Co
Our File No P268-126589-01

For the sole consideration of
Two Hundred Forty Four dollars and 87/100-----dollars (\$244 87)
_____ the undersigned hereby releases and forever discharges

SEARS ROEBUCK AND COMPANY AND HELMSMAN MANAGEMENT SERVICES AND 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 about, 11/10/02, 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

X (1) Dated 3 3 2003

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

(4) _____ (Witness' Signature)	X (2) I/ <u><i>Emma Green</i></u>
_____ (Address)	(3) _____ (Signature)
(5) _____ (Witness Signature)	(3) _____ (Signature)
_____ (Address)	_____

S

SOUTHSIDE BODY SHOP

6300 Chapman Hwy
KNOXVILLE, TENNESSEE 37920
Phone 573-6874

ESTIMATE AND REPAIR ORDER

Green P 126539
FILE
2-4 SHEET NO. 1 OR SHEETS

Car Owner: F. M. M. SCARBOROUGH Business Phone: _____ Date: 11-12-05
 Address: 707 CEDAR CREEK DR. City: _____ Home Phone: 609-7070
 Insurance Co: _____ Phone: _____ Est. No: _____
 Repair Order No: _____
 I.D. _____ Adjuster: _____ Retain Parts Customer Initial: _____
 Destroy Book

YEAR: 95 MAKE: Chrysler MODEL: Cavalier LICENSE NO: _____ SPEEDOMETER: _____

DESCRIPTION OF LABOR OR MATERIAL	LABOR HRS	PARTS	AMOUNT	TOTAL
Replace 1 door ins	1.3	43.21		
Replace " " clips (11)	incl	14.54		
Replace central Bracket	incl	9.18		
Outtail under Hood	-	-		35.00
Rufile w/ under	20	-		
Paint work	-	-		44.00

23 HRS OF LABOR @ \$34.00 PER HR \$ 782.00

The above estimate is based on an inspection and does not cover additional parts or labor which may be required after the work has started. Worn or damaged parts not evident on first inspection may be discovered and you will be contacted for authorization for additional work. Parts prices subject to change without notice. This estimate is good for _____ days.

ESTIMATE AMOUNT \$ _____

Revised Estimate \$ _____

Customer's OK By _____

Time	Date Called	By Whom

Deposit \$ _____

Chgs if not Repaired \$ _____

PARTS	66.92
PAINT MATERIALS	79.00
BODY MATERIALS	
SUBLET	224.14
TAX	20.73
ADVANCE CHARGES	
TOTAL	244.87

THIS WORK AUTHORIZED BY _____ DATE _____
 WORK ACCEPTED BY _____ DATE _____

Thank You S

1000 Plaza Dr
Suite 600
Schaumburg, Illinois 60173-7900
Telephone 847-413-9090
800-811-8175
Fax 603-334-8085



Helmsman
Management
Services, Inc

December 6, 2002

JH

Exide
Brenda or Sheila Phillips
645 Penn Street
Reading, PA 19601
P # 610-921-4478

RE Emma Green - Sears, Roebuck and Co
Claim Number P268-126589-01

To Whom It May Concern

Helmsman Management Services, Inc is the third party administrator for Sears, Roebuck and 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, claimant alleges that on 11/10/02, the battery leaked acid causing damage to the vehicle Model # 31675, date of purchase 1999. Ms Green resides at 707 Center Oak Dr, Knoxville, TN 37920 and can be contacted at 865/609-7070. The store has the battery.

The local contact at Sears is Karen Hudson who can be reached at 865/694-7212. The store address is 7600 H Kingston Pike, Knoxville, TN 37919.

Your relationship with Sears requires that you add Sears as an additional insured on your insurance policy. You also agreed to indemnify Sears for any liability it has arising out of the sale of the product, pursuant to the indemnity provisions of the Universal Terms and Conditions Agreement.

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 Sears.

S

Should you have any questions in this regard, please feel free to contact me at 1-800/811-8175, ext 2583

Sincerely,

Jackie Hardinger

Jackie Hardinger
Sr Claims Representative

cc Emma Green, Claimant

Karen Hudson, Sears Roebuck and Company

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