3. *Compliance with Tax Requirements/Allocations.* In connection with the Plan, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any governmental unit, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements. For tax purposes, distributions received in respect of Allowed Claims will be allocated first to unpaid interest that accrued on such Claims with any excess allocated to the principal amount of Allowed Claims.

C. *Timing and Calculation of Amounts to be Distributed*

On the Effective Date or as soon as practicable thereafter, each Holder of an Allowed Claim against a Reorganized Debtor shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. If and to the extent that there are Disputed Claims, beginning on the date that is 20 calendar days after the end of the calendar quarter following the Effective Date and 20 calendar days after the end of each calendar quarter thereafter, distributions shall also be made, pursuant hereto, to Holders of Disputed Claims in any Class whose Claims were allowed during the previous calendar quarter. Such quarterly distributions shall also be in the full amount that the Plan provides for Allowed Claims in the applicable Class.

D. *Minimum Distribution*

Any other provision of the Plan notwithstanding, payments of fractions of shares of New Exide Preferred Stock or fractions of shares of New Exide Common Stock will not be made and will be deemed to be zero. Any other provision of the Plan notwithstanding, the Reorganized Debtors will not be required to make distributions or payments of fractions of dollars. Whenever any payment of a fraction of a dollar under the Plan would otherwise be called for, the actual payment will reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars or less being rounded down.

E. *Setoffs*

The Reorganized Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant hereto on account of such Claim (before any distribution is made on account of such Claim), the Claims, Equity Interests, rights and causes of action of any nature that Exide or Reorganized Exide may hold against the Holder of such Allowed Claim; *provided that* neither the failure to effect such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or Reorganized Debtors of any such Claims, Equity Interests, rights and causes of action that the Debtors or Reorganized Debtors may possess against such Holder, except as specifically provided herein.

F. *Surrender of Canceled Instruments or Securities*

Subject to Subsection H below, each record Holder of a Claim based on or derived from the 10% Senior Notes, as a condition precedent to receiving any distribution on account of such Claims, shall surrender the certificates or other documentation underlying such Claim, and all such surrendered certificates and other documentations shall be marked as canceled.

G. *Failure to Surrender Canceled Instruments*

Any Holder of Allowed Claims relating to the 10% Senior Notes that fails to surrender or is deemed to have failed to surrender its security shall have its claim for a distribution pursuant hereto on account of such Allowed Claim discharged and shall be forever barred from asserting any such Claim against Reorganized Exide or its properties. In such cases, any New Exide Common Stock held for distribution on account of such Claim shall be disposed of pursuant to the provisions set forth in Subsection B above.

H. *Lost, Stolen, Mutilated or Destroyed Debt Securities*

Any Holder of a Claim relating to the 10% Senior Notes that is evidenced by a note or by a certificate that has been lost, stolen, mutilated or destroyed shall, in lieu of surrendering such note or underlying documentation, deliver to Reorganized Exide: (1) an affidavit of loss reasonably satisfactory to Reorganized Exide setting forth the unavailability of the note; and (2) such additional indemnity as may reasonably be required by Reorganized Exide to

hold the Reorganized Debtors harmless from any damages, liabilities or costs incurred in treating such individual as a Holder of an Allowed Claim. Upon compliance with this procedure by a Holder of an Allowed Claim evidenced by such a lost, stolen, mutilated or destroyed note or underlying documentation, such Holder shall, for all purposes under the Plan, be deemed to have surrendered such note.

ARTICLE VIII.

PROCEDURES FOR RESOLUTION OF DISPUTED, CONTINGENT AND UNLIQUIDATED CLAIMS OR EQUITY INTERESTS

A. *Resolution of Disputed Claims*

1. *Prosecution of Objections to Claims*

After the Effective Date the Reorganized Debtors shall have the authority on or before the Claims Objection Bar Date to File objections, settle, compromise, withdraw or litigate to judgment objections to Claims. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without approval of the Bankruptcy Court. The Debtors also reserve the right to resolve any Disputed Claim outside the Bankruptcy Court under applicable governing law. The Debtors reserve the right to seek an extension of the Claims Objection Bar Date.

2. *Estimation of Claims*

The Debtors or Reorganized Debtors may, at any time, request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether a Debtor or Reorganized Debtor has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors or Reorganized Debtors may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the aforementioned Claims and objection, estimation and resolution procedures are cumulative and not necessarily exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

3. *PITWD Claims*

Notwithstanding anything herein to the contrary, all objections, settlements and litigation with respect to PITWD Claims, and the allowance and payment of PITWD Claims shall be governed by the PITWD Claims Procedures, attached hereto as Exhibit D.

4. *Payments and Distributions on Disputed Claims*

Notwithstanding any provision herein to the contrary, except as otherwise agreed by Reorganized Exide in its sole discretion, no partial payments and no partial distributions will be made with respect to a Disputed Claim until the resolution of such disputes by settlement or Final Order. On the date or, if such date is not a business day, on the next successive business day that is 20 calendar days after the calendar quarter in which a Disputed Claim becomes an Allowed Claim, the Holder of such Allowed Claim will receive all payments and distributions to which such Holder is then entitled under the Plan. Notwithstanding the foregoing, any Person or Entity who holds both an Allowed Claim(s) and a Disputed Claim(s) will not receive payment or distribution on the Allowed Claim(s) (or Allowed Equity Interest(s)), except as otherwise agreed by Reorganized Exide in its sole discretion, until the Disputed Claim(s) is resolved by settlement or Final Order. In the event there are Disputed Claims requiring adjudication and resolution, Exide reserves the right, or upon order of the Court, to establish appropriate reserves for potential payment of such Claims.

B. *Allowance of Claims*

Except as expressly provided herein or in any order entered in the Chapter 11 Cases prior to the Effective Date (including the Confirmation Order), no Claim shall be deemed Allowed, unless and until such Claim is deemed Allowed under the Bankruptcy Code or the Bankruptcy Court enters a Final Order in the Chapter 11 Cases allowing such Claim. Except as expressly provided in the Plan or any order entered in the Chapter 11 Cases prior to the Effective Date (including the Confirmation Order), Reorganized Exide after Confirmation will have and retain any and all rights and defenses Exide had with respect to any Claim as of the Initial Petition Date. All Claims of any Person or Entity that owes money to a Debtor shall be disallowed unless and until such Person or Entity pays in full the amount it owes such Debtor, or Reorganized Debtor, as the case may be.

C. *Controversy Concerning Impairment*

If a controversy arises as to whether any Claims or any Class of Claims are Impaired under the Plan, the Bankruptcy Court shall, after notice and a hearing, determine such controversy before the Confirmation Date.

ARTICLE IX.

CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

A. *Condition Precedent to Confirmation*

It shall be a condition to Confirmation of the Plan that the following conditions have been satisfied or waived pursuant to the provisions of Article IX.C. hereof:

1. All provisions, terms and conditions of the Plan shall have been approved in the Confirmation Order.

2. The Confirmation Order shall approve the dismissal of the Creditors Committee Adversary Proceeding and other plan settlements, including releases, as described in Article V.G and Article X hereof.

3. The identities of the individuals proposed to serve on the New Exide Board of Directors shall have been designated according to the New Exide Shareholder Agreement, and disclosed to the Bankruptcy Court.

B. *Conditions Precedent to Consummation*

It shall be a condition to Consummation of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C hereof:

1. The Confirmation Order confirming the Plan, as the Plan may have been modified, shall have been entered and become a Final Order in form and substance reasonably satisfactory to the Debtors and shall provide that:

(a) the Debtors and Reorganized Debtors are authorized and directed to take all actions necessary or appropriate to enter into, implement and consummate the contracts, instruments, releases, leases, indentures and other agreements or documents created in connection with the Plan;

(b) the provisions of the Confirmation Order are nonseverable and mutually dependent;

(c) New Exide is authorized to issue the New Exide Preferred Stock and New Exide Common Stock;

(d) the New Exide Preferred Stock and New Exide Common Stock issued under the Plan in exchange for Claims against Exide are exempt from registration under the Securities Act of 1933 pursuant to section 1145 of the Bankruptcy Code, except to the extent that Holders of the New Exide Preferred Stock and/or New Exide Common Stock are "underwriters," as that term is defined in section 1145 of the Bankruptcy Code; and

(e) the Adequate Protection Superpriority Claims shall have been Allowed, if at all, pursuant to a Final Order in an amount not to exceed $25 million.

2. The following agreements and documents, in form and substance satisfactory to the Debtors and the Agent shall have been tendered for delivery and all conditions precedent thereto, if any, shall have been satisfied:

(a) the New Organizational Documents and New By-laws;

(b) the agreement for the Exit Facility and all documents provide for therein or contemplated thereby;

(c) the Amended Prepetition Foreign Credit Agreement;

(d) the New Exide Shareholder Agreement; and

(e) the Registration Rights Agreement, if any.

3. All actions, documents and agreements necessary to implement the Plan shall have been effected or executed.

4. The New Exide Board of Directors shall have been appointed.

5. Neither New Exide nor Reorganized Exide, upon the Effective Date and the occurrence of the transactions contemplated by the Plan, shall be subject to the reporting requirements under the Securities and Exchange Act, and Reorganized Exide shall have filed a certification on Form 15 certifying that Reorganized Exide has less than 300 record holders of any class of security and is not otherwise subject to the reporting requirements of section 15(d) of the Securities and Exchange Act.

6. Holders of no more than $17.5 million of Prepetition Foreign Secured Claims shall have elected the Class P3 Election B, pursuant to Article III.B.3 hereof.

C. *Waiver of Conditions*

The Debtors, in their sole discretion may waive any of the conditions to Confirmation of the Plan and/or to Consummation of the Plan set forth in this Article IX at any time, without notice, without leave or order of the Bankruptcy Court, and without any formal action other than proceeding to confirm and/or consummate the Plan, provided that the Debtors may only waive the conditions in this Article IX with the written consent of the Agent, which consent shall not be unreasonably withheld, delayed or denied.

D. *Effect of Non-occurrence of Conditions to Consummation*

If the Consummation of the Plan does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims by or against, or any Equity Interests in, the Debtors; (2) prejudice in any manner the rights of the Debtors; or (3) constitute an admission, acknowledgment, offer or undertaking by the Debtors in any respect.

ARTICLE X.

RELEASE, INJUNCTIVE AND RELATED PROVISIONS

A. *Subordination*

The classification and manner of satisfying all Claims and Equity Interests and the respective distributions and treatments hereunder take into account and/or conform to the relative priority and rights of the Claims and Equity Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code or otherwise, and any and all such rights are settled, compromised and released pursuant hereto. The Confirmation

Order shall permanently enjoin, effective as of the Effective Date, all Persons and Entities from enforcing or attempting to enforce any such contractual, legal and equitable subordination rights satisfied, compromised and settled in this manner.

B. *Releases by the Debtors*

Except as otherwise specifically provided herein, for good and valuable consideration, including the service of the Releasees to facilitate the expeditious reorganization of Exide, the implementation of the restructuring contemplated by the Plan, and the obligations and undertakings of Option A Electors set forth in the Plan, the Releasees, on and after the Effective Date, shall be deemed released by the Debtors and Reorganized Debtors from any and all Claims, obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that a Debtor or its Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Equity Interest or other Person or Entity, based in whole or in part upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, including, without limitation, claims related to or arising from (a) the Prepetition Credit Facility, including but not limited to the negotiation, formulation, preparation, administration, execution, and enforcement thereof, and any payments received by the lenders thereunder, (b) any guaranty arising under the Prepetition Credit Facility, (c) any liens, pledges, or collateral of any kind and (d) any of the other loan documents referred to in the Prepetition Credit Facility or any other documents contemplated thereby or therein or the transactions contemplated thereby or therein or any action taken or omitted to be taken by the Agent under or in connection with any of the foregoing; provided, however, the foregoing shall not release any Claims or liabilities in respect of ordinary commercial relationships between a Debtor and any such Person, including as between a Debtor and one of its Affiliates, it being understood that the matters listed in clauses (a) through (d) above do not relate to an ordinary commercial relationship between the Debtors and the Prepetition Lenders.

C. *Releases by Holders of Claims*

On and after the Effective Date, each Holder of a Claim who has accepted the Plan shall be deemed to have unconditionally released each Releasee from any and all Claims, obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, including any derivative claims asserted on behalf of Exide, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such Person or Entity would have been legally entitled to assert (whether individually or collectively), based in whole or in part upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date in any way relating or pertaining to (s) the Debtors or Reorganized Debtors; (t) the purchase or sale, or the rescission of a purchase or sale, of any security of any Debtor, (u) the Chapter 11 Cases, (v) the negotiation, formulation and preparation of the Plan or any related agreements, instruments or other documents, (w) the Prepetition Credit Facility, including, but not limited to the negotiation, formulation, preparation, administration, execution, and enforcement thereof, and any payments received by such Lenders, (x) any guaranty arising under the Prepetition Credit Facility, (y) any liens, pledges, or collateral of any kind and (z) any of the other loan documents referred to in the Prepetition Credit Facility or any other documents contemplated thereby or therein or the transactions contemplated thereby or therein or any action taken or omitted by the Agent under or in connection with any of the foregoing.

D. *Release of Foreign Subsidiary Borrowers and the Domestic Non-Debtor*

On and after the Effective Date, each Option A Elector shall be deemed to have unconditionally released the Foreign Subsidiary Borrowers and the Domestic Non-Debtor from any and all Claims, obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, including any derivative claims asserted on behalf of Exide, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such Person or Entity would have been legally entitled to assert (whether individually or collectively), based in whole or in part upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date in any way relating or pertaining to (1) the Debtors, Reorganized Debtors, Foreign Subsidiary Borrowers or the Domestic Non-Debtor, (2) the purchase or sale, or the rescission of a purchase or sale, of any security of any Debtor, (3) the Chapter 11 Cases, (4) the negotiation, formulation and preparation of the Plan or any related agreements, instruments or other documents, (5) the Prepetition Credit Facility, (6) any guaranty arising under the Prepetition Credit Facility, (7) any liens, pledges, or collateral of any kind, and (8) any of the other

loan documents referred to in the Prepetition Credit Facility or any other documents contemplated thereby or therein or the transactions contemplated thereby or therein. In addition, each Option A Elector shall be deemed to have submitted to the jurisdiction of the Bankruptcy Court with respect to the treatment, discharge and release of such Holder's Prepetition Credit Facility Claims.

E. *Exculpation*

The Releasees shall neither have nor incur any liability to any Person or Entity for any pre or post-petition act taken or omitted to be taken in connection with, or related to the formulation, negotiation, preparation, dissemination, implementation, administration, Confirmation or Consummation of the Plan, the Disclosure Statement or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan or any other pre or post-petition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors.

F. *Preservation of Rights of Action*

1. Maintenance of Causes of Action

Except as otherwise provided in the Plan, the Reorganized Debtors shall retain all rights on behalf of the Debtors and the post-confirmation Estates to commence and pursue any and all Causes of Action (whether arising before or after the Petition Date, under any theory of law, including, without limitation, the Bankruptcy Code, and in any court or other tribunal including, without limitation, in an adversary proceeding filed in the Debtors' Chapter 11 Cases) to the extent the Reorganized Debtors deem appropriate. Potential Causes of Action currently being investigated by the Debtors, which may be pursued by the Debtors prior to the Effective Date and by the Reorganized Debtors after the Effective Date to the extent warranted, include without limitation, Claims and Causes of Action to be set forth in more detail in the list of retained Causes of Action, which will be contained in the Plan Supplement.

In addition, potential Causes of Action which may be pursued by the Debtors prior to the Effective Date and by the Reorganized Debtors after the Effective Date, also include, without limitation the following:

(a) any other Causes of Action, whether legal, equitable or statutory in nature, arising out of, or in connection with the Debtors' businesses or operations, including, without limitation, the following: possible claims against vendors, landlords, sublessees, assignees, customers or suppliers for warranty, indemnity, back charge/set-off issues, overpayment or duplicate payment issues and collections/accounts receivables matters; deposits or other amounts owed by any creditor, lessor, utility, supplier, vendor, landlord, sublessee, assignee, or other entity; employee, management or operational matters; claims against landlords, sublessees and assignees arising from the various leases, subleases and assignment agreements relating thereto, including, without limitation, claims for overcharges relating to taxes, common area maintenance and other similar charges; financial reporting; environmental, and product liability matters; actions against insurance carriers relating to coverage, indemnity or other matters; counterclaims and defenses relating to notes or other obligations; contract or tort claims which may exist or subsequently arise; and

(b) except for Debtors which have expressly waived such claims, any and all avoidance claims pursuant to any applicable section of the Bankruptcy Code, including, without limitation sections 544, 545, 547, 548, 549, 550, 551, 553(b) and/or 724(a) of the Bankruptcy Code arising from any transaction involving or concerning the Debtors.

In addition, there may be numerous other Causes of Action which currently exist or may subsequently arise that are not set forth herein or in the Plan Supplement, because the facts upon which such Causes of Action are based are not currently or fully known by the Debtors and, as a result, can not be raised during the pendency of the Chapter 11 Cases (collectively, the "Unknown Causes of Action"). The failure to list any such Unknown Cause of Action herein or in the Plan Supplement is not intended to limit the rights of the Reorganized Debtors to pursue any Unknown Cause of Action to the extent the facts underlying such Unknown Cause of Action subsequently become fully known to the Debtors.

Except as otherwise provided herein or in any contract, instrument, release, indenture or other agreement entered into in connection herewith, in accordance with Section 1123(b)(3) of the Bankruptcy Code, any Claims, rights, and Causes of Action that the respective Debtors, Estates, or post-confirmation Estates may hold against any Person or Entity shall vest in the applicable Reorganized Debtor, and the Debtors and Reorganized Debtors shall retain and may exclusively enforce, as the authorized representatives of the respective Estates and post-confirmation Estates, any and all such Claims, rights, or Causes of Action. The Debtors and Reorganized Debtors may pursue any and all such Claims, rights, or Causes of Action, as appropriate, in accordance with their respective best interests. The Debtors and Reorganized Debtors shall have the exclusive right, authority, and discretion to institute, prosecute, abandon, settle, or compromise any and all such Claims, rights, and Causes of Action without the consent or approval of any third party and without any further order of court.

2. Preservation of All Causes of Action Not Expressly Settled or Released

Unless a claim or Cause of Action against a Creditor or other Entity is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order, the Debtors expressly reserve such claim or Cause of Action for later adjudication by the Debtors or Reorganized Debtors (including, without limitation, claims and Causes of Action not specifically identified or which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances which may change or be different from those which the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata,* collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such claims or Causes of Action upon or after the confirmation or consummation of the Plan based on the Disclosure Statement, the Plan or the Confirmation Order, except where such claims or Causes of Action have been released in the Plan or other Final Order. In addition, the Debtors and Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which a Debtor is a defendant or an interested party, against any person or entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

Any Entity to whom the Debtors have incurred an obligation (whether on account of services, purchase or sale of goods or otherwise), or who has received services from the Debtors or a transfer of money or property of the Debtors, or who has transacted business with the Debtors, or leased equipment or property from the Debtors should assume that such obligation, transfer, or transaction may be reviewed by the Reorganized Debtors subsequent to the Effective Date and may, if appropriate, be the subject of an action after the Effective Date, whether or not (a) such Entity has Filed a proof of claim against the Debtors in the Chapter 11 Cases; (b) such Entity's proof of claim has been objected to; (c) such Entity's Claim was included in the Debtors' Schedules; or (d) such Entity's scheduled claim has been objected to by the a Debtor or has been identified by a Debtor as disputed, contingent, or unliquidated.

G. *Discharge of Claims and Termination of Equity Interests*

Except as otherwise provided herein: (1) the rights afforded herein and the treatment of all Claims and Equity Interests herein, shall be in exchange for and in complete satisfaction, discharge and release of Claims and Equity Interests of any nature whatsoever, including any interest accrued on Claims from and after the Petition Date, against any Debtor or any of its assets or properties, (2) on the Effective Date, all such Claims against, and Equity Interests in any Debtor shall be satisfied, discharged and released in full and (3) all Persons and Entities shall be precluded from asserting against the Debtors, the Reorganized Debtors, their successors, assets or properties, any other or further Claims or Equity Interests based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Confirmation Date.

H. ***Injunction***

Except as otherwise provided herein, from and after the Effective Date, all Holders of Claims or Equity Interests shall be permanently enjoined from commencing or continuing in any manner, any suit, action or other proceeding, on account of or respecting any Claim, Equity Interest, obligation, debt, right, Cause of Action, remedy or liability or any other claim or cause of action released or to be released pursuant hereto.

ARTICLE XI.

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain such jurisdiction over the Chapter 11 Cases after the Effective Date as legally permissible, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of Claims or Equity Interests;

2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan, for periods ending on or before the Effective Date;

3. resolve any matters related to the assumption, assumption and assignment or rejection of any executory contract or unexpired lease to which any Debtor is party or with respect to which any Debtor may be liable and to hear, determine and, if necessary, liquidate, any Claims arising therefrom, including those matters related to the amendment after the Effective Date to add any executory contracts or unexpired leases to the list of executory contracts and unexpired leases to be rejected;

4. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions hereof;

5. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters and grant or deny any applications involving any Debtor that may be pending on the Effective Date;

6. enter such orders as may be necessary or appropriate to implement or consummate the provisions hereof and all contracts, instruments, releases, indentures and other agreements or documents created in connection with the Plan, Plan Supplement or the Disclosure Statement;

7. resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of the Plan or any Person's or Entity's obligations incurred in connection with the Plan;

8. issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with Consummation or enforcement of the Plan, except as otherwise provided herein;

9. resolve any cases, controversies, suits or disputes with respect to the releases, injunction and other provisions contained in Article X hereof and enter such orders as may be necessary or appropriate to implement such releases, injunction and other provisions;

10. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;

11. determine any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document created in connection with the Plan or the Disclosure Statement; and

12. enter an order and/or final decree concluding the Chapter 11 Cases.

ARTICLE XII.

MISCELLANEOUS PROVISIONS

A. *Effectuating Documents, Further Transactions and Corporation Action*

The Debtors and Reorganized Debtors are authorized to execute, deliver, File or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions hereof and the securities issued pursuant hereto.

Prior to, on or after the Effective Date (as appropriate), all matters provided for hereunder that would otherwise require approval of the shareholders or directors of the Debtors or Reorganized Debtors shall be deemed to have occurred and shall be in effect prior to, on or after the Effective Date (as appropriate) pursuant to applicable state general corporation law without any requirement of further action by the shareholders or directors of the Debtors or Reorganized Debtors.

B. *Dissolution of Committees*

Upon the entry of the Confirmation Order, the Creditors Committee and Equity Committee shall dissolve and members shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases.

C. *Payment of Statutory Fees*

All fees payable pursuant to section 1930 of Title 28 of the United States Code, as determined by the Bankruptcy Court at the hearing pursuant to section 1128 of the Bankruptcy Code, shall be paid on the earlier of when due or the Effective Date, or as soon thereafter as practicable, but prior to the closing of the Chapter 11 Cases, with respect to any such fees payable after the Effective Date.

D. *Letters of Credit*

The Debtors will cause each Letter of Credit that has not expired, been terminated, been replaced and terminated, or fully drawn on or before the Effective Date, to be replaced and terminated on the Effective Date, provided, however, that in the event any such Letter of Credit shall not have been so replaced and terminated on the Effective Date, the Debtors may at their option provide to the Agent cash collateral for each such Letter of Credit in an amount equal to 105% of the undrawn balance of such Letter of Credit as of the Effective Date.

E. *Modification of Plan*

Subject to the limitations contained in the Plan, (1) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan prior to the entry of the Confirmation Order and (2) after the entry of the Confirmation Order, the Debtors or Reorganized Debtors, as the case may be, may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code, or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan.

F. *Revocation of Plan*

The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to File subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then (a) the Plan shall be null and void in all respects, (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain any Claim or Equity Interest or Class of Claims or Equity Interests), assumption or rejection of executory contracts or leases affected by the Plan, and any document or agreement executed pursuant hereto, shall be deemed null and void, and (c) nothing contained in the Plan shall (i) constitute a waiver or release of any Claims by or against, or any Equity Interests in, such Debtor or any other Person, (ii) prejudice in any manner the rights of such Debtor or any other Person, or (iii) constitute an admission of any sort by Debtor or any other Person.

G. *Successors and Assigns*

The rights, benefits and obligations of any Person or Entity named or referred to herein shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign of such Person or Entity.

H. *Reservation of Rights*

Except as expressly set forth herein, this Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. None of the filing of this Plan, any statement or provision contained herein, or the taking of any action by a Debtor with respect to this Plan shall be or shall be deemed to be an admission or waiver of any rights of a Debtor with respect to the Holders of Claims or Equity Interests prior to the Effective Date.

I. *Section 1146 Exemption*

Pursuant to section 1146(c) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

J. *Further Assurances*

The Debtors, Reorganized Debtors, Releasees and all Holders of Claims receiving distributions hereunder and all other parties in interest shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan.

K. *Service of Documents*

Any pleading, notice or other document required by the Plan to be served on or delivered to the Reorganized Debtors shall be sent by first class U.S. mail, postage prepaid to:

Exide Technologies
210 Carnegie Center, Suite 500
Princeton, New Jersey 08540
Attn: Stuart H. Kupinsky, Executive Vice President, General Counsel and Secretary

with copies to:

Kirkland & Ellis LLP
200 E. Randolph Drive
Chicago, Illinois 60601
Attn: Matthew N. Kleiman, Esq.
Ross M. Kwasteniet, Esq.

Pachulski, Stang, Ziehl, Young, Jones & Weintraub
919 North Market Street
P.O. Box 8705
Wilmington, Delaware 19899-8705
Attn: Laura Davis Jones, Esq.
James E. O'Neill, Esq.

L. *Filing of Additional Documents*

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

Respectfully Submitted,

EXIDE TECHNOLOGIES

_____

By:
Its:

EXIDE DELAWARE, L.L.C.

_____

By:
Its:

EXIDE ILLINOIS, INC.

_____

By:
Its:

RBD LIQUIDATION, L.L.C.

_____

By:
Its:

DIXIE METALS COMPANY

_____

By:
Its:

REFINED METALS CORPORATION

_____

By:
Its:

Plan Exhibit A- Amended Prepetition Foreign Credit Agreement Term Sheet

EXHIBIT A

Amended Prepetition Foreign Credit Agreement Term Sheet[1]

Effective as of immediately prior to the Effective Date, the Prepetition Credit Facility will be amended as follows:

FOREIGN SALES PROCEEDS:	Proceeds of Foreign Asset Sales (currently $12.5 million) shall be applied to (i) cash collateralize all Letters of Credit that have not expired, been terminated, been replaced and terminated, or fully drawn on or before the Effective Date and (ii) satisfy the Prepetition Foreign Secured Claims of the Option B Electors. Option A Electors under the Plan shall waive their right to the proceeds of the Foreign Asset Sales. Any surplus after payments to cash collateralize Letters of Credit and repay Option B Electors shall be returned to Reorganized Exide. Option A Electors under the Plan shall waive their right to repayment in cash from proceeds of the Foreign Asset Sales. Any surplus after payments to Option B Electors shall be returned to Reorganized Exide.
SUBORDINATION FEE:	The right of Prepetition Lenders to receive the subordination fee under the Standstill Agreement (in the approximate amount of $8.6 million) shall be waived.
ACCELERATION:	The rights of the Prepetition Lenders to declare all amounts owing under the Prepetition Credit Facility with respect to the Prepetition Foreign Secured Obligations due and payable on the expiration of the Standstill Agreement, or otherwise, shall be removed.
COLLATERAL:	The Agent will be authorized by the Prepetition Lenders to release all collateral securing the Prepetition Foreign Secured Claims, effective as of the Effective Date.
GUARANTIES:	The Agent will be authorized by the Prepetition Lenders to release all obligations of the Domestic Non-Debtor pursuant to the Loan Documents (as defined in the Standstill Agreement) including, without limitation, its obligations as a guarantor of the Prepetition Domestic Secured Obligations and the Prepetition Foreign Secured Obligations.

[1] All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the attached Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (the "Plan") or in the Intercreditor and Subordination Agreement (as defined in the Plan), as appropriate.

COVENANTS: All affirmative and negative covenants in the Prepetition Credit Agreement and the Standstill Agreement shall be deleted.

Plan Exhibit B- New Exide Preferred Stock Term Sheet

EXHIBIT B

New Exide Preferred Stock Term Sheet[1]

CONVERSION: Each holder of the New Exide Preferred Stock will have the right to convert shares of the New Exide Preferred Stock, at the option of the holder at any time, into shares of New Exide Common Stock. The total number of shares of New Exide Common Stock into which the New Exide Preferred Stock may be converted initially will be determined by dividing the face value per share through the date of conversion by the Conversion Price (defined below). The initial Conversion Price (the "Conversion Price") will be a dollar value equal to the Distributable Equity Value divided by 25 million. The New Exide Preferred Stock will automatically convert to New Exide Common Stock upon the occurrence of (a) the sale in an underwritten public offering registered under the Securities Act of 1933, as amended, of shares of the New Exide Common Stock in which (i) the aggregate price paid by the public for the shares shall be at least $100 million and (ii) the price per share paid by the public for such shares shall be at least 300% of the Conversion Price in effect immediately prior to the closing of the sale of such shares pursuant to the public offering (a "Qualified Public Offering"), or (b) the sale of all or substantially all of New Exide's assets or the acquisition of New Exide by another entity by means of merger, consolidation or other transaction or series of related transactions resulting in the sale or exchange of the outstanding shares of New Exide's capital stock or the issuance of new shares of New Exide's capital stock such that the stockholders of New Exide prior to such transaction own, directly or indirectly, less than 50% of the voting power of the surviving entity.

ANTI-DILUTION PROTECTION: The New Exide Preferred Stock will have customary antidilution provisions such that the New Exide Preferred Stock will be protected against dilution if New Exide effects a subdivision or combination of its outstanding New Exide Common Stock or in the event of a reclassification, stock dividend or any other distribution payable in securities or assets of New Exide. The Conversion Price will also be adjusted on a weighted average basis upon the issuance of additional equity securities at a price lower than the Conversion Price in effect at such time (subject to customary exceptions).

VOTING RIGHTS: The holders of the New Exide Preferred Stock shall be entitled to vote on an as-converted basis on any matters on which the holders

[1] All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the attached Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (the "Plan").

of New Exide Common Stock are entitled to vote. In addition, the holders of the New Exide Preferred Stock shall have the right to vote as a single class on such matters as are provided in "Major Actions" below.

TRANSFER RESTRICTIONS: The New Exide Preferred Stock will be subject to certain transfer restrictions in order to maintain New Exide's status as a non-reporting company under the Securities Exchange Act.

LIQUIDATION PREFERENCE: The New Exide Preferred Stock will rank senior to all equity securities of Reorganized Exide. In the event of a liquidation of Reorganized Exide (or similar event) the holders of New Exide Preferred Stock shall receive, before any payments to holders of any other equity securities of the Reorganized Debtors, on a pro rata basis an amount equal to the sum of (i) 100% of the aggregate principal amount of Allowed Class P3 Prepetition Credit Facility Claims and (ii) 100% of the hypothetical contractual non-default interest thereon (the "Implied Price") through the consummation of such liquidation event. In addition, the holders of New Exide Preferred Stock shall then participate on a pro rata, as-converted basis, with the holders of New Exide Common Stock with respect to any remaining proceeds or assets of New Exide.

MAJOR ACTIONS: "Major Actions", except as otherwise provided below, require a majority vote of New Exide's disinterested directors. Major Actions shall consist of the following:

(a) other than (i) any issuance to management/employees pursuant to or in connection with the Company Incentive Plan or any other plan approved by the Board, (ii) the conversion of any New Exide Preferred Stock into New Exide Common Stock as permitted by the Certificate of Incorporation or other constitutional documents of New Exide and (iii) the exercise of management/employee options, the issuance of any equity securities (including without limitation New Exide's initial public offering), options, warrants or other rights to purchase equity securities;

(b) the declaration of any dividend or distribution on the New Exide Preferred Stock or New Exide Common Stock (provided, that in the event such declaration on the New Exide Common Stock is approved as provided herein, the New Exide Preferred Stock shall participate on an as-converted basis in any dividends or other distributions declared or paid on the New Exide Common Stock);

(c) other than repurchases of equity securities from management/employees approved by the Board, any redemption or repurchase of equity securities;

(d) other than (i) intercompany debt and (ii) indebtedness under the Exit Facility, the incurrence of any indebtedness by New Exide or any of its subsidiaries in excess of $10 million;

(e) (i) the sale of all or substantially all of the assets of New Exide, a merger of New Exide or any of the entities referred to in subsection (v) below, in which a change of control occurs, or (ii) the sale, lease or other disposition by New Exide or any of its subsidiaries of more than $75 million of assets outside the ordinary course of business; provided that no consent of holders of outstanding shares of New Exide Preferred Stock shall be required in connection with any sale, lease or other disposition of assets as described in preceding clause (e) so long as at the time of such transaction New Exide certifies that the net cash proceeds therefrom shall be used, within 365 days after the respective sale, lease or other disposition is effected, to (x) repay outstanding indebtedness of New Exide and/or its subsidiaries or (y) reinvest in assets to be used or useful in the business of New Exide and its subsidiaries;

(f) approval of the annual budget of New Exide;

(g) an acquisition by New Exide or any subsidiaries of New Exide for consideration in excess of $75 million;

(h) any material expenditure by New Exide and any subsidiaries of New Exide in excess of $10 million not otherwise included in the annual operating budget approved by the Board;

(i) any transaction between (i) New Exide or any of its subsidiaries and (ii) an affiliate of any officer, director or Shareholder of New Exide or any of its subsidiaries (provided, that any such affiliated transaction shall require the approval of at least two-thirds of the non-executive directors), provided that this clause (i) shall have exceptions to be agreed and shall not apply to the Exit Facility or any related documentation (in each case as the same may be amended, modified or supplemented from time to time, including by increasing the amounts outstanding or available thereunder), or to hedging agreements or other transactions entered into with lenders party to any financing described above;

(j) the repayment or guarantee by New Exide or any of its subsidiaries of debt owed by New Exide's or any of its subsidiaries' officers, directors, employees or shareholders;

(k) material changes in accounting methods or policies, other than as required by U.S. generally accepted accounting principles, and any change in New Exide's or Reorganized Exide's auditors;

(l) the pledging of assets by New Exide or any of its subsidiaries, other than (i) in the normal course of New Exide's or any of its subsidiaries' business including working capital needs, improvements and expansion and the Exit Facility, and (ii) in connection with purchase financing;

(m) the creation of any class of equity interests senior or pari passu with the New Exide Preferred Stock;

(n) any change in the size or composition of the Board or the creation of any new board committee (provided, that any action affecting any Shareholder's board seat or other board-related rights shall require the consent of such affected Shareholder);

(o) the grant of future registration rights on terms more favorable than the registration rights granted to the holders of the New Exide Preferred Stock;

(p) any increase in the number of shares reserved for issuance under the Company Incentive Plan;

(q) any amendment of the By-laws or Certificate of Incorporation of New Exide or Reorganized Exide;

(r) entering into or amending any employment contract with New Exide or any of its subsidiaries providing for an annual salary in excess of $200,000;

(s) any material change in the lines of business of New Exide and its subsidiaries;

(t) a liquidation, dissolution, winding up or adoption of any plan for the same; and

(u) any change in senior management of New Exide or material increase in the compensation thereof;

(v) any action which causes or could reasonably be expected to cause Exide Operating, Exide Holding III or New Exide's two subsidiaries referred to in Section V.A of the Plan to no longer be wholly owned subsidiaries of New Exide;

provided, that any Major Action set forth in clauses (a), (b), (c), (e) (but excluding any transaction described in the proviso thereto), (g), (i) (but excluding any transaction described in the proviso thereto), (m), (n), (o), (q), (s) or (t) shall also require the consent of the holders of at least two thirds of the outstanding shares of New Exide Preferred Stock voting as a single class.

Plan Exhibit C- New Exide Shareholder Agreement Term Sheet

EXHIBIT C

New Exide Shareholder Agreement Term Sheet[1]

PARTIES: Each holder of New Exide Preferred Stock (collectively, the "Shareholders"), New Exide and Reorganized Exide.

BOARD OF DIRECTORS: Upon consummation of the Plan, the New Exide and the Reorganized Exide Board of Directors (the "Board") will consist of 7 directors, comprised of: (i) the CEO, (ii) 2 nominees of Angelo Gordon & Co. and its affiliates, designees and commonly managed entities ("AG"), (iii) 1 nominee of the members of the ad hoc committee of Prepetition Lenders other than the Major Holders (as hereinafter defined) (the "Non-Major Holders"), and (iv) 1 nominee of each of Black Diamond, Q Investments, L.P. and Citadel. The Chairman shall be non-executive. On the Effective Date, the Board shall be comprised as follows:

- the CEO;
- for so long as AG beneficially owns a number of shares of New Exide Common Stock (including shares issuable upon conversion of the New Exide Preferred Stock) which is equal to, or greater than, 50% of the number of shares of New Exide Common Stock beneficially owned by it on the Effective Date, it shall be entitled to appoint 2 directors;
- for so long as each of Black Diamond, Q Investments, L.P. and Citadel (each as defined to include all affiliates, designees and commonly managed entities) beneficially owns a number of shares of New Exide Common Stock (including shares issuable upon conversion of the New Exide Preferred Stock) which is equal to, or greater than, 50% of the number of shares of New Exide Common Stock beneficially owned by such person on the Effective Date, each shall be entitled to appoint 1 director; and
- for so long as the Non-Major Holders, collectively, beneficially own a number of shares of New Exide Common Stock (including shares issuable upon conversion of the New Exide Preferred Stock) which is equal to, or greater than, 5% of the number of shares of New Exide Common Stock (on a fully-converted basis), the Non-Major Holders collectively shall be entitled to appoint 1 director.

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[1] All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the attached Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code.

In the event of a vacancy in a Board seat caused by a decrease in the number of shares of New Exide Common Stock beneficially owned by (a) any Major Holder entitled to appoint a nominee to fill such Board seat to less than 50% of the number of shares of New Exide Common Stock beneficially owned by such Major Holder upon consummation of the Plan or (b) the Non-Major Holders, collectively, to less than 5% of the number of shares of New Exide Common Stock (on a fully-converted basis), such vacant Board seat shall be filled by an independent nominee (not affiliated with New Exide or any Shareholder then entitled to appoint a Board nominee) appointed by the affirmative vote of at least two-thirds of the non-executive directors and who shall be reasonably acceptable to all of the Major Holders; provided, that, in the event that a Major Holder sells or otherwise transfers to a single third-party investor and/or its affiliates a number of shares equal to at least 50.1% of the shares of New Exide Common Stock beneficially owned by such Major Holder on the Effective Date, such Major Holder shall be permitted to assign to such investor and/or its affiliates such Major Holder's right to nominate directors to the Board.

Each Major Holder shall have the right to have one of its directors serve on any Board committee formed, such as an audit committee or compensation committee.

New Exide and Reorganized Exide will indemnify the directors to the maximum extent permitted by Delaware law and will enter into customary indemnification agreements with each director providing for the advance of defense costs and other customary matters. New Exide will also obtain D&O insurance on terms that are reasonably satisfactory to the Major Holders.

MAJOR ACTIONS: "Major Actions", except as otherwise provided below, require a majority vote of New Exide's disinterested directors. Major Actions shall consist of the following:

(a) other than (i) any issuance to management/employees pursuant to or in connection with the Company Incentive Plan or any other plan approved by the Board, (ii) the conversion of any New Exide Preferred Stock into New Exide Common Stock as permitted by the Certificate of Incorporation or other constitutional documents of New Exide and (iii) the exercise of management/employee options, the issuance of any equity securities (including without limitation New Exide's initial public offering), options, warrants or other rights to purchase equity securities;

(b) the declaration of any dividend or distribution on the New Exide Preferred Stock or New Exide Common Stock (provided, that in the event such declaration on the New Exide Common Stock is approved as provided herein, the New Exide Preferred Stock shall

participate on an as-converted basis in any dividends or other distributions declared or paid on the New Exide Common Stock);

(c) other than repurchases of equity securities from management/employees approved by the Board, any redemption or repurchase of equity securities;

(d) other than (i) intercompany debt and (ii) indebtedness under the Exit Facility, the incurrence of any indebtedness by New Exide or any of its subsidiaries in excess of $10 million;

(e) (i) the sale of all or substantially all of the assets of New Exide, a merger of New Exide or any of the entities referred to in subsection (v) below, in which a change of control occurs, or (ii) the sale, lease or other disposition by New Exide or any of its subsidiaries of more than $75 million of assets outside the ordinary course of business, provided that no consent of holders of outstanding shares of New Exide Preferred Stock shall be required in connection with any sale, lease or other disposition of assets as described in preceding clause (e) so long as at the time of such transaction New Exide certifies that the net cash proceeds therefrom shall be used, within 365 days after the respective sale, lease or other disposition is effected, to (x) repay outstanding indebtedness of New Exide and/or its subsidiaries or (y) reinvest in assets to be used or useful in the business of New Exide and its subsidiaries;

(f) approval of the annual budget of New Exide;

(g) an acquisition by New Exide or any subsidiaries of New Exide for consideration in excess of $75 million;

(h) any material expenditure by New Exide and any subsidiaries of New Exide in excess of $10 million not otherwise included in the annual operating budget approved by the Board;

(i) any transaction between (i) New Exide or any of its subsidiaries and (ii) an affiliate of any officer, director or Shareholder of New Exide or any of its subsidiaries (provided, that any such affiliated transaction shall require the approval of at least two-thirds of the non-executive directors), provided that this clause (i) shall have exceptions to be agreed and shall not apply to the Exit Facility or any related documentation (in each case as the same may be amended, modified or supplemented from time to time, including by increasing the amounts outstanding or available thereunder), or to hedging agreements or other transactions entered into with lenders party to any financing described above;

(j) the repayment or guarantee by New Exide or any of its subsidiaries of debt owed by New Exide's or any of its subsidiaries'

officers, directors, employees or shareholders;

(k) material changes in accounting methods or policies, other than as required by U.S. generally accepted accounting principles, and any change in New Exide's or Reorganized Exide's auditors;

(l) the pledging of assets by New Exide or any of its subsidiaries, other than (i) in the normal course of New Exide's or any of its subsidiaries' business including working capital needs, improvements and expansion and the Exit Facility, and (ii) in connection with purchase financing;

(m) the creation of any class of equity interests senior or pari passu with the New Exide Preferred Stock;

(n) any change in the size or composition of the Board or the creation of any new board committee (provided, that any action affecting any Shareholder's board seat or other board-related rights shall require the consent of such affected Shareholder);

(o) the grant of future registration rights on terms more favorable than the registration rights granted to the holders of the New Exide Preferred Stock;

(p) any increase in the number of shares reserved for issuance under the Company Incentive Plan;

(q) any amendment of the By-laws or Certificate of Incorporation of New Exide or Reorganized Exide;

(r) entering into or amending any employment contract with New Exide or any of its subsidiaries providing for an annual salary in excess of $200,000;

(s) any material change in the lines of business of New Exide and its subsidiaries;

(t) a liquidation, dissolution, winding up or adoption of any plan for the same; and

(u) any change in senior management of New Exide or material increase in the compensation thereof;

(v) any action which causes or could reasonably be expected to cause Exide Operating, Exide Holding III or New Exide's two subsidiaries referred to in Section V.A of the Plan to no longer be wholly owned subsidiaries of New Exide;

provided, that any Major Action set forth in clauses (a), (b), (c), (e) (but excluding any transaction described in the proviso thereto), (g), (i) (but excluding any transaction described in the proviso thereto), (m), (n), (o), (q), (s) or (t) shall also require the consent of the holders of at least two thirds of the outstanding shares of New Exide Preferred Stock voting as a single class.

CO-SALE RIGHTS: Any holder of at least 1% of the New Exide Common Stock on a fully diluted, as converted basis as of the Effective Date (the "1% Holders") will have pro rata co-sale rights on customary terms with respect to a sale of shares by any Shareholder. Such co-sale rights will not apply to transfers to affiliates or gifts, provided that the transferee agrees to be bound by the terms of the New Exide Shareholder Agreement.

DRAG-ALONG RIGHTS: If the holders of at least 66 2/3% of the outstanding shares of New Exide Preferred Stock propose to sell all of their securities to an unaffiliated third party, then each Shareholder will vote in favor of the sale and agree to sell all shares of New Exide's capital stock then held by them on the same terms as such initial selling holders of shares of New Exide Preferred Stock.

REGISTRATION RIGHTS: New Exide will file and have declared effective, no later than 90 days following an IPO, a shelf registration statement to permit public resales of the New Exide Common Stock. New Exide will keep the shelf effective for a period of two years. The holders of the New Exide Preferred Stock will also be granted unlimited demand registration rights when Form S-3 becomes available to New Exide and each Shareholder will be granted unlimited piggyback registration rights. The Shareholders will be required to enter into standard underwriting control agreements and will be subject to customary lock-up restrictions for a period not to exceed 180 days after an IPO. Expenses for these registrations (other than underwriting fees and concessions) will be borne by New Exide, including the reasonable fees and expenses of one special counsel for the Shareholders participating therein.

PRE-EMPTIVE RIGHTS: Each holder of New Exide Preferred Stock shall have the right to subscribe for a proportionate share of any future equity offerings by New Exide (other than equity issued (a) in a registered public offering, (b) pursuant to acquisitions by New Exide of other entities, or to vendors, customers and consultants of New Exide, in each case in an amount not to exceed in the aggregate 5% of New Exide's fully diluted equity, (c) pursuant to employee stock plans approved by the Board or (d) upon conversion of the New Exide Preferred Stock). Holders which have subscribed for their full pro rata share shall also have the ratable right to acquire any unsubscribed portion of the offering.

TRANSFER Each Shareholder shall grant to any holder of more than 5% of the

RESTRICTIONS: New Exide Common Stock on a fully diluted, as converted basis as of the Effective Date (the "Major Holders") a ratable right of first refusal with respect to any proposed sale or transfer of capital stock by such Shareholder, subject to customary exceptions. If any Major Holder declines to acquire such capital stock, those Major Holders who have elected to exercise the rights shall have the right to acquire the remaining shares.

During the first 24 months following the Effective Date, no transfer of New Exide Preferred Stock or New Exide Common Stock shall be permitted where the effect of such transfer would be to require New Exide to become a reporting company under the rules and regulations of the Securities and Exchange Commission (the "Commission"). Any transfers in violation of the transfer restrictions shall be void and of no effect.

REPORTING REQUIREMENTS: New Exide will provide each holder of New Exide Preferred Stock and its permitted transferees with quarterly unaudited financial statements and audited annual financial statements. In addition, each of the 1% Holders shall, upon request, be entitled to (ii) monthly unaudited financial statements; (ii) an annual business plan and monthly income and expense projections; (iii) copies of all audit reports; (iv) copies of all other reports sent to stockholders or creditors generally or filed with regulatory agencies; (v) a progress report before each regularly scheduled Board meeting; (vi) monthly operating reports for the business; (vii) whenever the capitalization of New Exide changes, a capitalization table reflecting such changes, and (viii) such other information as such 1% Holder may reasonably request. All of the foregoing, to the extent applicable, shall be prepared in accordance with United States generally accepted accounting principles. Each 1% Holder shall have visitation and inspection rights with the Company. Additionally, whether or not required by the Commission, after 24 months following the Effective Date, New Exide shall furnish to the Shareholders, within the time periods specified in the Commission's rules and regulations, all quarterly and annual financial information that would be required to be contained in a filing with the Commission on Forms 10-Q and 10-K if New Exide was required to file such forms, and will file a copy of all of the information and reports with the Commission for public availability within the time periods specified in the Commission's rules and regulations (unless the Commission will not accept such a filing).

AMENDMENTS: No amendment shall be made to the New Exide Shareholder Agreement to remove a designated director's seat on the Board without the prior consent of the Shareholder(s) entitled to nominate a director to fill such designated director's seat. Any other amendments to the New Exide Shareholders Agreement shall require the prior consent of 75% of the Shareholders; provided, however, that no amendment to the New Exide Shareholders Agreement shall be made

that would adversely alter or impact the rights or obligations of any Shareholder in a manner substantially different from all other Shareholders without the prior consent of such affected Shareholder.

IMPLEMENTATION: Any one or more of the provisions contained herein may be implemented in the New Exide Certificate of Incorporation.

Plan Exhibit D- PITWD Claims Resolution Procedures

EXHIBIT D

EXIDE TECHNOLOGIES, ET AL.

PERSONAL INJURY TORT AND WRONGFUL DEATH CLAIMS RESOLUTION AND DISTRIBUTION PROCEDURES

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SECTION 1
OVERVIEW

Exide Technologies, f/k/a Exide Corporation, Exide Delaware, L.L.C., Exide Illinois, Inc., RBD Liquidation, L.L.C., Dixie Metals Company and Refined Metals Corporation (collectively, the "Debtors") established the following personal injury tort and wrongful death claims resolution and distribution procedures (the "PI Claims Procedures") for resolving all personal injury tort and wrongful death claims caused by the alleged conduct of, omissions by and/or exposure to products and/or substances for which the Debtors and/or their predecessors, successors and assigns allegedly have legal responsibility (collectively, the "PI Claims").

SECTION 2
INTRODUCTION

2.1 Personal Injury Tort and Wrongful Death Claims. On February 21, 2003, the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") established April 23, 2003 as the last date and time by which all claims, other than contaminant-related claims (the "Contaminant-Related Claims"), must be filed against the Debtors. On June 24, 2003, the Bankruptcy Court established August 15, 2003 as the bar date for all Contaminant-Related Claims. Each of the orders establishing the above bar dates expressly provides that claims not filed prior to the relevant dates are forever barred, and the claimants are enjoined from pursuing such claims against the Debtors. Therefore, the PI Claims Procedures only relate to those PI Claims that were timely filed prior to the relevant bar date or that the Bankruptcy Court otherwise allows.

2.2 Purpose. These PI Claims Procedures have been adopted pursuant to the Debtors' First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (the "Plan").[1] They are designed to provide fair, equitable and substantially similar treatment for all PI Claims that may presently exist or may arise in the future in substantially the same manner.

2.3 Interpretation. Nothing in these PI Claims Procedures shall be deemed to create any substantive rights for any PI Claimant.

2.4 PI Claims Procedures Goals. The goal of the PI Claim Procedures is to treat all personal injury tort and wrongful death claimants (the "PI Claimants") equitably. These PI Claims Procedures further that goal by setting forth procedures for processing and paying claims on an impartial and reasonable basis, with the intention of liquidating all PI Claims based on historical values for substantially similar claims.

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1 Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Plan.

SECTION 3
ADMINISTRATION

3.1 Administrator the PI Claims Procedures. Pursuant to the Plan and these PI Claims Procedures, the PI Claims Procedures shall be administered by the Debtors. The Debtors shall have authority to amend these PI Claims Procedures in accordance with section 6.1 below.

SECTION 4
PI CLAIMS PROCEDURES

4.1 Initial Options for Establishing Payment. Initially, all PI Claimants shall select one of two options for pursuing a PI Claim: (a) Quick Payment or (b) Individual Review (each as discussed below). A PI Claimant may not establish, or recover payment for, a PI Claim from the Debtors, whether through settlement, alternative dispute resolution, litigation or otherwise, until such claimant properly selects and successfully completes one of these two processes.

4.2 Quick Payment.

4.2.1 In General. The Quick Payment election allows claimants to irrevocably select a single, lump sum award that will be paid expeditiously, in cash, in accordance with these PI Claims Procedures and that requires minimal documentation for pursuing claims in satisfaction of the PI Claim.

4.2.2 Purpose. The Quick Payment option is made available despite the doubtful and disputed nature of the PI Claims because, in the Debtors' judgment, an equitable overall solution to the alleged personal injury liability – including maximizing recoveries available to those claimants with the most severe illnesses – will be facilitated by resolving claims quickly and conclusively, at minimal transaction cost and payout, in exchange for a complete and permanent release.

4.2.3 Eligibility and Election. In order to be eligible for Quick Payment, a PI Claimant must have filed the PI Claim by the relevant bar date or, if a claim was filed after the relevant bar date, but before the effective date of the Plan, have received court approval deeming the claim timely filed. The Debtors shall notify each eligible PI Claimant in writing of the initial option to select Quick Payment or Individual Review. The initial notification shall include an amount representing the Quick Payment offer, which shall be based solely on information contained within the claimant's proof of claim form and any supporting documents attached thereto, as well as the Debtors' own records. The PI Claimant shall have sixty (60) days from the date of that initial notification to select either the Quick Payment offer or Individual Review of the PI Claim in writing to the Debtors. If the Debtors do not receive the PI Claimant's written response within sixty (60) days of the date of the initial notice, the PI Claimant shall be deemed to have irrevocably accepted the Quick Payment offer.

4.2.4 Waived Requirements. If a PI Claimant accepts the Quick Payment, such claimant shall (1) not be required to produce additional information and/or documentation supporting such claim other than that provided in the claimant's proof of claim form; (2) not be required to submit to further discovery; (3) not be required to submit to an independent medical

examination; (4) not be required to retain an expert; and (5) not be required to prove that the Debtors were the cause of the claimed injury.

4.2.5 General Release. Any PI Claimant accepting the Quick Payment option shall execute a general release as provided in section 6.6 below.

4.2.6 Waive Individual Review. PI Claimants accepting the Quick Payment option shall irrevocably waive any and all rights that they may otherwise have to submit their PI Claim for Individual Review, ADR and/or a trial on the merits (each as described below).

4.2.7 Allowed, General Unsecured Claim. If a PI Claimant accepts a Quick Payment offer, such claimant shall be granted an allowed, general unsecured claim in the Quick Payment offer amount, in accordance with the PI Claims Procedures.

4.2.8 Payment of Quick Payment Settlement. The Debtors shall pay PI Claimants selecting the Quick Payment option in accordance with section 5 below as soon as practicable after the Quick Payment option is accepted and a General Release (as defined herein) is executed in accordance with section 6.6 below, but in all events in accordance with the terms of the Plan. Claimants electing Quick Payment may be considered and paid before claimants who elect Individual Review.

4.3 Individual Review.

(a) In General. The Individual Review option provides the PI Claimant with individual consideration and evaluation of the PI Claim.

4.3.2 Individual Settlement. The first stage of Individual Review is Individual Settlement, where the Debtors may provide a PI Claimant an individualized settlement offer in satisfaction of the PI Claim.

(a) Eligibility and Election. In order to be eligible for Individual Settlement, a PI Claimant must (i) have filed the PI Claim by the relevant bar date or, if a claim was filed after the relevant bar date, but before the effective date of the Plan, have received court approval deeming the claim timely filed; (ii) have timely and properly selected Individual Review; and (iii) after rejecting Quick Payment and selecting Individual Review, have provided the Debtors with all information and/or documentation in such claimants' possession, custody and control supporting the PI Claim or, in the absence of additional evidence, a sworn statement to the sole satisfaction of the Debtors declaring that no additional information and/or documentation exists.

(b) Priority of Review. The Debtors shall individually review PI Claims in the order of the date of the alleged injury or death, with the oldest injuries entitled to priority over the newest injuries. If any injuries or deaths occurred on the same date, the PI Claimant's position in the priority of review shall be determined by the date of such claimant's birth, with older claimants given priority over younger claimants. If any injuries or deaths occurred on the same date and the subject PI Claimants have the same birth date, the priority of review shall be determined by the date the claim was filed with the Debtors' claims agent, Bankruptcy Management Corporation. However, the Debtors, in their sole discretion, reserve the right to process and review claims by the seriousness of the alleged personal injury and to review and

evaluate PI Claims with exigent circumstances or extreme hardship cases at any time regardless of their priority under this section.

(c) Notification of Review. Upon receipt of a PI Claimant's additional information and/or documentation or, in the absence of additional evidence, a sworn statement to the sole satisfaction of the Debtors declaring that no additional information and/or documentation exists, the Debtors shall notify such claimant in writing of the approximate length of time before an Individual Settlement offer may be made; provided however, that such date shall only be an estimate and shall not be a definitive time within which the Debtors must provide a response. Additionally, the Debtors reserve the right to, at the time PI Claimants are notified of the priority of review of their PI Claims, renew the Quick Payment offer to such PI Claimants. If such offer for Quick Payment is renewed by the Debtors and accepted by a PI Claimant, the terms of section 4.2 above shall apply, including, but not limited to, the irrevocable waiver by the PI Claimant for individual review of the PI Claim.

(d) Individual Settlement Offer. Based upon the review of the PI Claimant's proof of claim form, supporting documentation attached thereto and the additional information and/or documentation provided by such claimant under the Individual Review process, as well as the Debtors' own records, the Debtors, in their sole discretion, shall make an individualized settlement offer to the PI Claimant; provided however, that there is no minimum or maximum amount required with regard to such offer. As a result, under appropriate circumstances, the Debtors are authorized to make an Individual Settlement offer equal to $0.

(e) Options Following an Individual Settlement Offer. Upon an individualized settlement offer by the Debtors, PI Claimants, in their sole discretion, may accept or reject the individualized offer or make a counter-offer. However, such choice must be made and communicated to the Debtors in writing within sixty (60) days after the date of the Individual Settlement offer. If the Debtors do not receive an answer or a counter-offer from a PI Claimant in writing within sixty (60) days of the date of the Individual Settlement offer, the PI Claimant shall be deemed to have irrevocably accepted the Individual Settlement offer. If the PI Claimant timely makes a counter-offer, the Debtors shall, in their sole discretion, be authorized to accept or reject the counter-offer or continue settlement negotiations with the PI Claimant. If the Debtors continue settlement negotiations with a PI Claimant, the Debtors shall be authorized, in their sole discretion, to resolve the claim.

(f) General Release. Any PI Claimant accepting an Individual Settlement shall execute a general release as provided in section 6.6 below.

(g) Waive ADR and Trial. PI Claimants accepting an Individual Settlement offer shall irrevocably waive any and all rights that they may otherwise have to submit their PI Claim to ADR and/or a trial on the merits (each as described below).

(h) Allowed, General Unsecured Claim. If a PI Claimant accepts an individualized settlement, such claimant shall be granted an allowed, general unsecured claim in the individualized settlement amount, in accordance with the PI Claims Procedures.

(i) Payment of Individual Settlement. The Debtors shall pay PI Claimants agreeing to an Individual Settlement in accordance with section 5 below as soon as practicable after the Individual Settlement is accepted and a General Release (as defined herein) is executed in accordance with section 6.6 below, but in all events in accordance with the terms of the Plan. However, it is understood that because the detailed examination and individualized valuation of PI Claims require greater time and effort, those PI Claims resolved through Individual Settlement shall be processed and paid significantly later than PI Claims electing the Quick Payment option at the same time.

(j) Impasse. The parties have reached an impasse in the Individual Settlement stage of these PI Claims Procedures only after the parties (i) have negotiated in good faith; (ii) cannot, in good faith, agree on a settlement amount; and (iii) have reached an impasse in their settlement negotiations. Only after each of these conditions is satisfied may a PI Claimant elect to proceed to the next stage of Individual Review. However, if a PI Claimant chooses to proceed beyond the Individual Settlement stage of the PI Claims Procedures, any outstanding offers for settlement made by the Debtors shall be withdrawn.

4.3.3 Binding Alternative Dispute Resolution.

(a) In General. If the parties are unable to resolve the PI Claim and an impasse in the settlement negotiations is reached in good faith under the Individual Settlement stage, the PI Claimant may elect to either (i) engage in binding alternative dispute resolution ("ADR") or (ii) have a trial on the PI Claim.

(b) Eligibility and Election. In order to be eligible for ADR, a PI Claimant must have (i) filed the PI Claim by the relevant bar date or, if a claim was filed after the relevant bar date, but before the effective date of the Plan, have received court approval deeming the claim timely filed; (ii) timely and properly selected Individual Review; (iii) not agreed to a settlement with the Debtors during the Individual Settlement stage; (iv) reached an impasse in good faith in the settlement negotiations; and (v) notified the Debtors in writing of the claimant's intention to participate in binding ADR.

(c) Binding Arbitration; Mediation at Debtors' Discretion. Upon a PI Claimant properly electing ADR, the Debtors, in their sole discretion, may require the PI Claimant to participate in a mediation relating to the PI Claim. If the Debtors elect mediation and the parties are unable to resolve the PI Claim through mediation, such claim shall be subject to binding arbitration. If the Debtors do not elect mediation, such claim shall immediately proceed to binding arbitration.

(d) Discovery. The Debtors shall reserve the right to require full discovery in ADR from all parties in accordance with the Federal Rules of Civil Procedure, including, but not limited to, depositions, independent medical examinations and expert testimony.

(e) Rights and Defenses. Except as modified herein or in the Plan, claims and defenses that exist under applicable state and federal substantive law shall be available to both sides at trial, except to the extent disallowed by the mediator and/or arbitrator in connection with the confirmation of the Plan (e.g., the disallowance of punitive damages), or other court

orders. Except as may be modified by the Debtors in their sole discretion, procedural law, including evidentiary burdens and standards, shall be governed by the Federal Rules of Civil Procedure and the Federal Rules of Evidence. The Debtors may waive any defense or procedural requirement or concede any issue of fact or law. The positions and admissions of the parties during other phases of these PI Claims Procedures shall not be admissible for any purpose during ADR by any party or third party and they are expressly determined not to be admissions by either party.

(f) Waiver of Right to Trial. By selecting ADR, the PI Claimant shall irrevocably waive any right to trial (by jury or otherwise) that such claimant has or may have under applicable non-bankruptcy law with regard to the PI Claim.

(g) Settlement Conferences. Throughout the ADR process, the Debtors shall maintain the authority to settle PI Claims in their sole discretion. Additionally, subsequent to the PI Claimant properly selecting ADR, but prior to the commencement of any binding arbitration, the arbitrator shall hold a mandatory settlement conference with the parties. During such mandatory settlement conference, each party shall be required to make a settlement offer/demand, which shall remain effective for thirty (30) days. If neither settlement offer is accepted within the effective period, the matter shall proceed with ADR.

(h) General Release. Any PI Claimant accepting a settlement during ADR shall execute a general release as provided in section 6.6 below.

(i) Binding. The arbitration of a PI Claim shall be binding on all parties and the judgment, verdict, award or otherwise shall be a final determination of the PI Claim on its merits.

(j) Allowed, General Unsecured Claim. If a PI Claimant and the Debtors reach an agreement resolving the PI Claim during any stage of ADR or the PI Claimant is awarded a judgment, verdict or otherwise in ADR, such claimant shall be granted an allowed, general unsecured claim in the amount of the settlement or award, respectively, in accordance with the PI Claims Procedures.

(k) Payment of Awards, Judgments or Settlements in ADR. Any awards, judgments, verdicts or otherwise in favor of a PI Claimant in ADR or settlements reached between the parties resolving the PI Claim during ADR shall not be paid until the allowance or disallowance of all general unsecured claims is finally determined by the Bankruptcy Court, but in all events in accordance with the terms of the Plan.

(l) Expunged PI Claims. If the PI Claimant receives no award in the ADR, the PI Claim shall be expunged and disallowed for all purposes and the PI Claimant shall not be entitled to any payment with respect to the PI Claim.

(m) Mediation Procedures. The Debtors shall establish appropriate mediation procedures for resolving disputes concerning the PI Claims. These procedures may be modified in the Debtors' sole discretion with notice to any PI Claimants that may be affected by such amendments.

(n) Arbitration Procedures. The Debtors shall establish appropriate arbitration procedures for resolving disputes concerning PI Claims. These procedures may be modified in the Debtors' sole discretion with notice to any PI Claimants that properly selected arbitration as the means for resolving the PI Claim.

4.3.4 Trial or Proximate Cause Trial.

(a) In General. If the parties reach an impasse, in good faith, during the Individual Settlement stage, PI Claimants may elect to forego ADR and, in the alternative, elect to have a trial on the PI Claim by notifying the Debtors in writing of such intention. However, the Debtors, in their sole discretion, may, with regard to any one or more PI Claims, elect to have a single trial resolving all issues with respect to such PI Claims or to bifurcate the trial relating to the PI Claims into a proximate cause trial and a damages trial. If a trial is bifurcated, the damages trial shall be conducted only if the Debtors are found to be the proximate cause of the alleged injury or death at the proximate cause trial.

(b) Eligibility and Election. In order to be eligible for a trial or a proximate cause trial if the Debtors elect to bifurcate the trial, a PI Claimant must have (i) filed the PI Claim by the relevant bar date or, if a claim was filed after the relevant bar date, but before the effective date of the Plan, have received court approval deeming the claim timely filed; (ii) timely and properly selected Individual Review; (iii) not agreed to a settlement with the Debtors during the Individual Settlement stage; (iv) reached an impasse in good faith in the settlement negotiations; and (v) notified the Debtors in writing of the claimant's desire to have a trial on the merits relating to the PI Claim.

(c) Jurisdiction. All trials on PI Claims shall be conducted in, administered by and under the jurisdiction of the United States District Court for the District of Delaware (the "District Court") under 28 U.S.C. § 157(b)(5), or as otherwise ordered by such court.

(d) Consolidation of Actions Involving a Common Question of Law or Fact. The Debtors reserve the right to consolidate all trials on PI Claims that involve a common question of law or fact under Fed. R. Civ. P. 42.

(e) Rights and Defenses. Except as modified herein or in the Plan, claims and defenses that exist under applicable state and federal substantive law shall be available to both sides at trial, except to the extent disallowed by the District Court in connection with the confirmation of the Plan (e.g., the disallowance of punitive damages), or other court orders. Procedural law, including evidentiary burdens and standards, shall be governed by the Federal Rules of Civil Procedure and the Federal Rules of Evidence. The Debtors may waive any defense or concede any issue of fact or law. The positions and admissions of the parties during other phases of these PI Claims Procedures shall not be admissible for any purpose at trial by any party or third party and they are expressly determined not to be admissions by either party. Any right to trial by jury that a claimant has under applicable non-bankruptcy law with regard to a PI Claim shall be preserved, except where waived or extinguished in these PI Claims Procedures or the Plan.

(f) Trial. Based upon the procedures and conditions set forth herein and in other orders of the District Court, individual cases may be certified for trial or a proximate cause trial if the Debtors elect to bifurcate the trial. Venue for the trial of individual and/or consolidated cases shall be in the District Court. Upon conclusion of the pretrial proceedings and procedures, the District Court may certify individual cases for trial or a proximate cause trial if the Debtors elect to bifurcate the trial and will apply the factors set forth below:

(i) whether groups of cases should be consolidated for common issue trials pursuant to Fed. R. Civ. P. 42;

(ii) allowance for determination of any appeals from any rulings by the District Court with respect to significant issues;

(iii) the limited available liquid resources of the Debtors at any given time to simultaneously defend and resolve multiple lawsuits, including consideration of the availability of witnesses, defense counsel, and support personnel, and the burden imposed by multiple simultaneous defenses on the Debtors. The District Court will specifically preserve the ability of the Debtors to prepare for and effectively try each case certified for trial;

(iv) settlement history, both of the consolidated pending lawsuits as a whole and individual cases in particular;

(v) the filing of the case;

(vi) the merits of the case;

(vii) the readiness of the case for trial;

(viii) judicial efficiency; and

(ix) hardship on the PI Claimant.

(g) Derivative Personal Injury Claims. Third party PI Claimants against the Debtors must prove that they are entitled to payment from the underlying PI Claimant under applicable non-bankruptcy law. The procedure for payment by the Debtors on account of derivative PI Claims based upon theories of contribution, indemnification, reimbursement or subrogation shall require the holder of the derivative PI Claims (the "Derivative PI Claimant") to demonstrate, in addition to any other requirements necessary to prove the Debtors' liability for a PI Claim, that (a) the claim was filed by the relevant bar date, and (b)(i) the Derivative PI Claimant has paid in full the liability and obligations of the Debtors to the direct claimant to whom the Debtors would otherwise have had a liability or obligation under these procedures, and (ii) both the direct claimant and the Derivative PI Claimant have forever released the Debtors from all liability to the direct claimant.

(h) Settlement Conferences. Throughout the trial or the proximate cause trial if the Debtors elect to bifurcate the trial, the Debtors shall maintain the authority to settle PI Claims in their sole discretion. Additionally, subsequent to the PI Claimant properly selecting the option to go to trial, but during the pre-trial process, the District Court shall hold a mandatory

settlement conference with the parties. During such mandatory settlement conference, each party shall be required to make a settlement offer/demand, which shall remain effective for thirty (30) days. If neither settlement offer is accepted within the effective period, the matter shall proceed towards trial.

(i) General Release. Any PI Claimant accepting a settlement during the proximate cause trial stage shall execute a general release as provided in section 6.6 below.

(j) Allowed, General Unsecured Claim. If a PI Claimant accepts a settlement offer for a PI Claim during any portion of the trial stage or the proximate cause trial stage if the Debtors elect to bifurcate the trial, such claimant shall be granted an allowed, general unsecured claim in the settlement amount, in accordance with the PI Claims Procedures.

(k) Payment of Settlements During Proximate Cause Trials. Any settlements reached between the parties resolving the PI Claim during any portion of the trial stage or the proximate cause trial stage if the Debtors elect to bifurcate the trial shall not be paid until the allowance or disallowance of all general unsecured claims is finally determined by the Bankruptcy Court, but in all events in accordance with the terms of the Plan.

(l) Expunged PI Claims. If the Debtors are not found to be the proximate cause of, or otherwise liable for, the injury or death, the PI Claim shall be expunged and disallowed for all purposes and the PI Claimant shall not be entitled to any payment with respect to the PI Claim.

4.3.5 Damages Trial.

(a) In General. If the Debtors elect to bifurcate the trial of a PI Claim, the damages trial shall liquidate the PI Claim of the PI Claimant that successfully proved that the Debtors were the proximate cause of the alleged injury or death at the proximate cause trial. If the Debtors do not bifurcate the trial of a PI Claim, the issue of damages shall be litigated with causation and all other issues relating to the PI Claim in a single trial. Further, if the trial of a PI Claim is not bifurcated, the terms of this section 4.3.5, to the extent that they are not inconsistent with section 4.3.4, shall apply to the trial of the PI Claim.

(b) Eligibility and Election. In order to be eligible for a damages trial, a PI Claimant must have (i) filed the PI Claim by the relevant bar date or, if a claim was filed after the relevant bar date, but before the effective date of the Plan, have received court approval deeming the claim timely filed; (ii) timely and properly selected Individual Review; (iii) not agreed to a settlement with the Debtors during the Individual Settlement stage; (iv) reached an impasse in good faith in the settlement negotiations; (v) notified the Debtors in writing of the claimant's desire to have a trial on the merits relating to the PI Claim; and (vi) successfully demonstrated that the Debtors were the proximate cause of the alleged injury or death at the proximate cause trial.

(c) Jurisdiction. All trials on PI Claims shall be conducted in, administered by and under the jurisdiction of the District Court under 28 U.S.C. § 157(b)(5), or as otherwise ordered by such court.

(d) Trial. Based upon the procedures and conditions set forth herein and in other orders of the District Court, individual cases may be certified for the damages trial. Venue for the trial of individual and/or consolidated cases shall be in the District Court. Upon conclusion of the pretrial proceedings and procedures, the District Court may certify individual cases for the damages trial and will apply the factors set forth below:

(i) whether groups of cases should be consolidated for common issue trials pursuant to Fed. R. Civ. P. 42;

(ii) allowance for determination of any appeals from any rulings by the District Court with respect to significant issues;

(iii) the limited available liquid resources of the Debtors at any given time to simultaneously defend and resolve multiple lawsuits, including consideration of the availability of witnesses, defense counsel, and support personnel, and the burden imposed by multiple simultaneous defenses on the Debtors. The District Court will specifically preserve the ability of the Debtors to prepare for and effectively try each case certified for trial;

(iv) settlement history, both of the consolidated pending lawsuits as a whole and individual cases in particular;

(v) the filing of the case;

(vi) the merits of the case;

(vii) the readiness of the case for trial;

(viii) judicial efficiency; and

(ix) hardship on the PI Claimant.

(e) Punitive Damages. As stated in section 6.4 below, in determining the value of any PI Claim, punitive damages shall not be considered or allowed, notwithstanding their potential availability under non-bankruptcy law or otherwise.

(f) Interest. As stated in section 6.5 below, pre- and post-judgment interest shall not be paid or allowed, notwithstanding their potential availability under non-bankruptcy law or otherwise.

(g) Rights and Defenses. Except as modified herein or in the Plan, claims and defenses that exist under applicable state and federal substantive law shall be available to both sides at trial, except to the extent disallowed by the District Court in connection with the confirmation of the Plan (e.g., the disallowance of punitive damages), or other court orders. Procedural law, including evidentiary burdens and standards, shall be governed by the Federal Rules of Civil Procedure and the Federal Rules of Evidence. The Debtors may waive any defense or concede any issue of fact or law. The positions and admissions of the parties during other phases of these PI Claims procedures shall not be admissible for any purpose at trial by any party or third party and they are expressly determined not to be admissions by either party. Any right

to trial by jury that a claimant has under applicable non-bankruptcy law with regard to a PI Claim shall be preserved, except where waived or extinguished in these PI Procedures or the Plan.

(h) Judgments. A PI Claimant who, in accordance with the PI Claims Procedures, elects to have a trial on the PI Claim and obtains a final, non-appealable judgment for money damages shall have an allowed, general unsecured claim with a liquidated value equal to the judgment amount, less the amount of any pre- or post-judgment interest or punitive damages contained therein. If the District Court rules that the PI Claimant did not incur any damages, such claimant shall be given an allowed, general unsecured claim for $0. If the amount of the judgment is less than the greatest settlement offer by the Debtors, the Debtors may deduct the costs incurred by the Debtors with respect to the PI Claim subsequent to the date of such greatest offer from the amounts to be paid under the allowed claim.

(i) Payments to Derivative PI Claimants. Derivative PI Claimants shall have no rights against the Debtors superior to the rights of the direct claimant against the Debtors, including any rights with respect to the timing, amount or manner of payment. The Debtors shall not pay any Derivative PI Claimant unless and until the Derivative PI Claimant's aggregate liability for the direct claimant's claim has been fixed, liquidated and paid by the Derivative PI Claimant by settlement (with an appropriate General Release) or a final order. In no event would the Debtors pay more to a Derivative PI Claimant than its liability or obligation to the direct claimant. In any case where the Derivative PI Claimant has satisfied the liability or obligation of the Debtors by way of a settlement, the Derivative PI Claimant shall obtain for the benefit of the Debtors and the Released Parties (as defined herein) a General Release.

(j) Settlement Conferences. Throughout the damages trial, the Debtors shall maintain the authority to settle PI Claims in their sole discretion. Additionally, during the pre-trial process of the damages trial, the District Court shall hold a mandatory settlement conference with the parties. During such mandatory settlement conference, each party shall be required to make a settlement offer/demand, which shall remain effective for thirty (30) days. If neither settlement offer is accepted within the effective period, the matter shall proceed towards trial.

(k) Allowed, General Unsecured Claim. If a PI Claimant and the Debtors reach an agreement resolving the PI Claim or the PI Claimant is awarded a judgment in the damages trial, such claimant shall be granted an allowed, general unsecured claim in the amount of the settlement or judgment, respectively, in accordance with the PI Claims Procedures.

(l) General Release. Any PI Claimant accepting a settlement during the damages trial stage shall execute a general release as provided in section 6.6 below.

(m) Payment of Settlements During, and Judgments Awarded at, the Damages Trial. Any awards, judgments, verdicts or otherwise in favor of a PI Claimant as the result of the damages trial or any settlements reached between the parties resolving the PI Claim during the damages trial stage shall not be paid until the allowance or disallowance of all general unsecured claims is finally determined by the Bankruptcy Court, but in all events in accordance with the terms of the Plan.

SECTION 5
METHOD AND TIMING OF PAYMENTS

5.1 In General. Because the universe of general unsecured claims and, thus, the final pro-rata distribution to general unsecured creditors is not known, the actual percentage to be paid to allowed, general unsecured claims is uncertain. Therefore, the Debtors may make more than one payment to such PI Claimants holding allowed PI Claims as may be appropriate under the circumstances. The determination of the necessity and amount of the initial installment percentage shall be based upon reliable information regarding the estimates of the number, types, and amounts of present and expected general unsecured claims and on the value of the estate assets, the liquidity of those assets, the Debtor's expected future expenses and income, as well as other material matters that are reasonable and likely to affect the sufficiency of funds at any given time to pay a comparable percentage of value to all claimants. When making these determinations, the Debtors shall recognize that both present and future claimants bear a risk that the determinations will be either less than or greater than the actual distribution to which general unsecured creditors are entitled. In making determinations, the Debtors shall not prefer either present or future claimants by giving either group greater protection from such risks. Rather, the Debtor shall make determinations based on their best estimates of the total estate assets, the number and category of general unsecured claims, and related matters. The Debtors will properly discharge their duties in this regard, and be protected from liability, by making reasonable determinations based on the best information available to them from time to time.

5.2 Installment Percentage. The amount, time and manner of payments to be made by the Debtors shall be determined solely by the Debtors. The Debtors shall pay PI Claims in a manner designed to ensure that all valid claims are paid in the same proportions. However, because of the uncertainty, to ensure substantially equivalent treatment, the Debtors may initially pay claimants with valid PI Claims an installment payment equal to the percentage of each claim's liquidated value as determined solely by the Debtors, consistent with the objective of paying holders of similar PI Claims in a substantially similar manner and the Debtor's other objectives.

5.3 Payment of Balance. The Debtors shall only pay the balance of liquidated values withheld, if any, at such times and in such amounts as is necessary to ensure equality in distribution among claimants and the continued availability of funds to pay all present and future valid PI Claims. The Debtors may then utilize available assets to make additional distributions to fully compensate PI Claimants for their entire allowed PI Claim.

SECTION 6
MISCELLANEOUS

6.1 Amendments. The Debtors may amend, modify, delete or add to any of these PI Claims Procedures (including, without limitation, amendments to conform these procedures to advances in scientific or medical knowledge or other changes in circumstances) in their sole discretion with notice to all PI Claimants who may be affected by such amendments or modifications.