

EXHIBIT C

AFFIDAVIT OF JAMES D. MCDONOUGH

STATE OF ILLINOIS)
)
COUNTY OF COOK)

My name is James D. McDonough. I am over 18 years of age and competent to testify as to the matters set forth in this Affidavit.

1. I am an attorney licensed to practice in the State of Illinois. At all times relevant to the facts set forth herein, I was a partner at the law firm of Gardner, Carton & Douglas located in Chicago, Illinois.

2. Gardner, Carton & Douglas represented Pacific Dunlop Holdings (USA), Inc. ("PDH USA") and certain of its affiliates in connection with the sale of the GNB businesses, comprised of certain subsidiaries and assets of other subsidiaries to Exide Corporation (now known as Exide Technologies) and certain of its affiliates and subsidiaries. I was one of the Gardner, Carton & Douglas attorneys who took a lead role in the negotiation of the agreements pursuant to which the GNB businesses were conveyed to Exide.

3. On or about May 9, 2000, PDH USA and its affiliates entered into a Sale Agreement pursuant to which it agreed to convey certain stock and assets comprising the worldwide GNB business to Exide Corporation (n/k/a Exide Technologies). At the same time, PDH USA and Exide Corporation also entered into a Coordinating Agreement, a copy of which is attached hereto as Exhibit _____. In the Coordinating Agreement, PDH USA (referred to therein as the "Seller") and Exide Corporation (referred to therein as the "Buyer") agreed, among other things, that their international subsidiaries would enter into separate sale agreements, referred to therein as "ROW Agreements" to effect the transfer of the international GNB affiliates and subsidiaries (the "International Sellers") to Exide's international subsidiaries and affiliates (the

“International Buyers”). Id., Section 5.5(e) at 21. The Coordinating Agreement was intended to have an over-arching effect on the separate sales transactions. The parties covenanted that the International Sellers and Buyers would become signatories to the Coordinating Agreement and subject to the obligations imposed on them by that agreement. Id.

4. A provision was included in each of the separate Sale Agreements which provided that the signatories’ sole and exclusive remedy for breach of the Sale Agreements was the indemnification provided in the Coordinating Agreement. The indemnification obligations of the parties are set forth in Article IV of the Coordinating Agreement. In subsection 4.2(a)(i), the Buyer agrees to indemnify and hold Seller and the International Sellers harmless from any and all Losses and Expenses arising from any breach by Buyer of any of its covenants or agreements in the Sale Agreements or in this Agreement. Id. at 16. For the purpose of this and other Sections of the Coordinating Agreement, the term “Buyer” is defined to include any International Buyer, as the context may require.

5. On or about June 19, 2000, the parties executed Amendment No. 1 to the Coordinating Agreement. That Amendment states that the Coordinating Agreement remained in full force and effect except as expressly amended therein. Section 4.2(a)(i) was amended to insert the words “or, for sake of clarification, any International Buyer” after the word “Buyer” in the first line of that Section. At the time Amendment No. 1 was executed, it was not my understanding that the parties thereby intended to limit the rights of the Seller or International Sellers to seek recourse against the International Buyers for breaches by them under their respective Sale Agreements.

I SOLEMNLY AFFIRM under the penalties of perjury that the foregoing facts are true and correct based upon my personal knowledge.

James D. McDonough
James D. McDonough

STATE OF ILLINOIS

COUNTY OF COOK

I HEREBY CERTIFY, that on this 23rd day of December, 2004, BEFORE ME, the undersigned Notary Public of said State, personally appeared James D. McDonough, whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Jennifer M. Streff
Notary Public
My Commission Expires: March 27, 2007



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