(c) with regard to the settlement of any Disputed Claim which would result in the payment of more than $50,000 and up to $500,000, the Reorganized Debtors may enter into, execute and consummate a written agreement of settlement that will be binding on its estate, subject to: (i) sending advance written notice to the Claim Settlement Notice Parties, (ii) if no written objections are filed by the Claim Settlement Notice Parties within ten days of receipt of such notice, the Reorganized Debtors are authorized to immediately consummate such settlement; and (iii) if a written objection is received from a notice party within such ten-day period that cannot be resolved, the relevant settlement(s) shall only be consummated upon further order of the Bankruptcy Court;

(d) with regard to the settlement of any Disputed Claim which would result in the payment of more than $500,000, the Reorganized Debtors may enter into, execute and consummate a written agreement of settlement that will be binding on its estate upon further order of the Bankruptcy Court;

(e) the Reorganized Debtors shall provide the Postconfirmation Creditors Committee, as requested but not less than quarterly, with a summary report, on a claim-by-claim basis, regarding the status and settlement of Disputed Claims. As requested, but not less than quarterly, the Debtors shall periodically confer with the Postconfirmation Creditors Committee to discuss pending claims and settlements; and

(f) the Debtors and the Postconfirmation Creditors Committee may agree to alter the foregoing procedures at any time.

44. The Bankruptcy Court having taken judicial notice of the Docket of the Chapter 11 Cases maintained by the Clerk of the Bankruptcy Court, including, without limitation, all pleadings and other documents filed, and all evidence and argument made, proffered, or adduced at the hearings held before the Bankruptcy Court during the pendency of the Chapter 11 Cases, the Bankruptcy Court has found and determined that the Fee Submission Parties have made a substantial contribution to the Chapter 11 Cases and the requirements of Section 503 have been satisfied.

45. In accordance with Section V.L. of the Plan, the fees and expenses of Fee Submission Parties that were circulated in accordance with Article V.L. of the Plan on or before March 17, 2004, and which were not the subject of an objection by a Fee Notice Party on or before April 6, 2004, are hereby approved, and shall be paid in full by the Debtors on the Effective Date.

Preservation of All Causes of Action Not Expressly Settled or Released

46. As set forth more fully at Article X.G of the Plan, 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.

Release and Exculpation Provisions

47. The classification and manner of satisfying all Claims and Equity Interests and the respective distributions, settlements, reallocations and treatments under the Plan (including, without limitation, the 2.9% Settlement and Reallocation Payment) 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 Court hereby permanently enjoins, 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.

48. Except as otherwise specifically provided in the Plan, 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, (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, and (e) any action or omissions by a Releasee in respect of the foregoing items or any other matter in these Chapter 11 Cases; 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 (e) above do not relate to an ordinary commercial relationship between the Debtors and the Releasees.

49. Except as otherwise provided in the Plan, on and after the Effective Date, each Holder of a Claim who has voted to accept 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 (a) the Debtors or Reorganized Debtors; (b) the purchase or sale, or the rescission of a purchase or sale, of any security of any Debtor, (c) the Chapter 11 Cases, (d) the negotiation, formulation and preparation of the Plan or any related agreements, instruments or other documents, (e) 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, (f) any guaranty arising under the Prepetition Credit Facility, (f) any liens, pledges, or collateral of any kind and (g) 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. The releases in Article X.C of the Plan and in this paragraph of the Confirmation Order shall not apply to the United States Environmental Protection Agency, the Department of Interior, and the National Oceanic and Atmospheric Administration of the Department of Commerce or to the State of New Jersey and any agency thereof.

50. 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 (a) the Debtors, Reorganized Debtors, Foreign Subsidiary Borrowers or the Domestic Non-Debtor, (b) the purchase or sale, or the rescission of a purchase or sale, of any

security of any Debtor, (c) the Chapter 11 Cases, (d) the negotiation, formulation and preparation of the Plan or any related agreements, instruments or other documents, (e) the Prepetition Credit Facility, (f) any guaranty arising under the Prepetition Credit Facility, (g) any liens, pledges, or collateral of any kind, and (h) 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, and all Prepetition Foreign Secured Claims of the Option A Electors shall be deemed transferred and assigned to Exide or Reorganized Exide. 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.

51. 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, provided, however, that the aforementioned provisions of Article X.E of the Plan shall have no effect on the liability of any Person or Entity that results from any such act or omission that is determined in a Final Order to have constituted gross negligence or willful misconduct.

Discharge and Injunction Provisions

52. Except as otherwise provided in the Plan or this Confirmation Order: (a) the rights afforded under the Plan and the treatment of all Claims and Equity Interests under the Plan, shall be in exchange for and in complete satisfaction, discharge and release of all liens, 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, (b) on the Effective Date, all such liens on, Claims against, and Equity Interests in any Debtor shall be satisfied, discharged and released in full and (c) all Persons and Entities shall be precluded from asserting against the Debtors, the Reorganized Debtors, their successors, assets or properties, any other or further liens, 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, provided, however, that nothing in the Plan shall be deemed to release, discharge or nullify any environmental liability to a governmental entity under environmental laws or regulations that any of the Debtors would be subject to as the owner or operator of property after the Confirmation Date, and provided further that nothing in the Plan shall be deemed to release, discharge or preclude any claims arising after the Confirmation Date that such governmental entity may have against the Reorganized Debtors or their successors; and provided further that notwithstanding any of the foregoing, the setoff rights of the Pacific Dunlop Holdings Entities under section 553 of the Bankruptcy Code or applicable non-bankruptcy law are preserved, may be asserted, and are not permanently enjoined hereby.

53. Except as otherwise provided in the Plan, 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 lien, Claim, Equity Interest, obligation, debt, right, Cause of Action, remedy, liability or any other claim or cause of action released or to be released pursuant to the Plan.

54. Any provision in the Plan or this Confirmation Order to the contrary notwithstanding, neither confirmation of the Plan or entry of this Confirmation Order shall (a) affect, modify, alter, impair or amend the liens, security interests, priorities, remedies, rights to payment and all other rights granted to St. Paul pursuant to the Stipulation and Agreed Order Authorizing Entry Into a Bonding Facility Agreement entered on August 19, 2003 (the "St. Paul

Stipulation and Agreed Order") and/or in connection with the Surety Credit Commitment (as that term is defined in the St. Paul Stipulation and Agreed Order); or (b) impair St. Paul's rights as a provider of surety credit to Exide, including but not limited to any claims for indemnity, equitable subrogation, equitable liens or any other rights under law or equity. The St. Paul Stipulation and Agreed Order and the Surety Credit Commitment shall further be binding upon the Debtors' successors and assigns.

55. On the Effective Date, each creditor of the Debtors is authorized to execute such documents and take all other actions as may be necessary to release any lien or security interest encumbering the capital stock or assets of any Debtor. This Confirmation Order is and shall be binding upon and shall govern the acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental units, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments.

Liens Granted Under Seventh Amendment to the Prepetition Credit Agreement

56. As security for Exide's Obligations (as defined in the Prepetition Credit Facility), the Agent is hereby granted, for the sole benefit of itself and the Prepetition Lenders, a legal, valid, binding, enforceable and perfected lien and security interest in all of the stock or stock equivalents of Exide International Holding, LLC, in the same validity, extent and priority as described in paragraph 11(D) above, and subject only to the liens in favor of the DIP lenders.

Consummation

57. The substantial consummation of the Plan, within the meaning of section 1127 of the Bankruptcy Code, shall be, and hereby is, deemed to mean the occurrence of the Effective Date.

58. The consummation of the Plan shall not constitute a change of ownership or change in control, as such terms are used in any employment, change in control, severance or termination agreement in effect on the Effective Date and to which either of the Debtors is a party or under any applicable law of any applicable governmental unit.

Failure to Consummate the Plan

59. In accordance with Article IX.D of the Plan, 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: (a) constitute a waiver or release of any Claims by or against, or any Equity Interests in, the Debtors; (b) prejudice in any manner the rights of the Creditors Committee or the Debtors; or (c) constitute an admission, acknowledgment, offer or undertaking by the Creditors Committee or the Debtors in any respect.

Retention of Jurisdiction

60. Pursuant to sections 105(a) and 1142 of the Bankruptcy Code, and sections 157 and 1334 of title 28 of the United States Code, notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain such jurisdiction over all matters arising out of or related to the Chapter 11 Cases and the Plan after the Effective Date, as legally permissible, including jurisdiction to:

(a) 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;

(b) 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;

(c) 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;

(d) ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

(e) 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;

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

(g) 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;

(h) 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;

(i) resolve any cases, controversies, suits or disputes with respect to the releases, injunction and other provisions contained in Article X of the Plan and enter such orders as may be necessary or appropriate to implement such releases, injunction and other provisions;

(j) enter and implement such orders as are necessary or appropriate if this Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;

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

(l) enter an order and/or final decree concluding the Chapter 11 Cases.

Dissolution of Committees

61. On (1) the later of (a) the Effective Date, and (b) 11 days after the Confirmation Date, or (2) in the case of the Creditors Committee only, the formation of the Postconfirmation Creditors Committee, if no appeal of the Confirmation Order is pending, the Creditors Committee and the Equity Committee shall dissolve and their members shall be

released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases, provided, however, that the members of the Creditors Committee and their nominees, as well as R^2 Investments, LDC, shall have the option of serving on the Postconfirmation Creditors Committee. Any duties to be performed by the Postconfirmation Creditors Committee shall be performed by the Creditors Committee if the Postconfirmation Creditors Committee has not yet been formed. Prior to its dissolution, the Creditors Committee shall select and appoint the members of the Postconfirmation Creditors Committee.

Effectuating Documents, Further Transactions and Corporation Action

62. 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 of the Plan and this Confirmation Order and the securities, including, without limitation, the New Securities, issued pursuant to the Plan. Prior to, on or after the Effective Date (as appropriate), all matters expressly provided for in the Plan or in this Confirmation Order 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.

63. The Debtors, acting through any of their officers, are hereby authorized to execute and deliver, on behalf of Exide CV, any powers of attorney or other instruments necessary or appropriate in furtherance of the Plan to cause the capital stock of Exide BV to be issued, to be pledged to the lenders under the DIP Facility and the Prepetition Credit Facility, and to be released from such pledge in connection with the Exit Facility.

Exemptions From Taxation

64. Pursuant to section 1146(c) of the Bankruptcy Code: (a) the issuance, distribution, transfer, exercise or exchange of the New Securities; (b) the creation, modification, consolidation or recording of any mortgage, deed of trust or other security interest, the securing of additional indebtedness by such means or by other means (whether in connection with the issuance and distribution of the New Securities or otherwise; (c) the making, assignment or recording of any lease or sublease; (d) the provision of the Exit Facility; or (e) the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, leases, memorandums of lease, mortgages (both fee and leasehold), bills of sale, assignments or other instruments of transfer executed in connection with any transactions arising out of, contemplated by or in any way related to the Plan or this Confirmation Order, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax or other similar tax or governmental assessment, and the appropriate state or local governmental officials or agents shall be, and hereby are directed to forego 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.

References to Plan Provisions

65. The failure specifically to include or to refer to any particular provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the terms of the Plan be incorporated herein and that the Plan be confirmed in its entirety.

Authorization to Consummate

66. The Debtors are authorized to consummate the Plan at any time after the entry of this Confirmation Order subject to (a) satisfaction or waiver of the conditions precedent to Consummation set forth in Article IX.B of the Plan and (b) the entry of an order by the Bankruptcy Court approving the technical modifications of the Plan described on the record with respect to the mechanism for making distributions to Holders of Disputed Claims in the event the reserve for Disputed Claims proves insufficient.

67. Notwithstanding the potential applicability of Bankruptcy Rules 6004(g) or 6006(d), this Confirmation Order is effective immediately.

Final Order

68. This Confirmation Order is a final order and the period in which an appeal must be filed shall commence upon the entry hereof.

Separate Order

69. Pursuant to Rule 9021 of the Bankruptcy Rules, the Court shall enter a separate judgment order confirming the Plan and ordering the relief specified herein.

IT IS SO ORDERED.

Philadelphia, Pennsylvania
Dated: April 30, 2004

Honorable Kevin J. Carey,
United States Bankruptcy Judge