

EXIDE HOLDINGS, INC.
13000 Deerfield Parkway, Suite 200
Milton, GA 30004

Exide Holdings, Inc., a Delaware corporation (“Parent”) and its direct and indirect subsidiaries (the “Subsidiaries” and, together with Parent, the “Company.” “we,” or “us”) is offering to sell certain of its owned and leased real properties and/or other real property assets. _____ (“you” or “your”) desires to receive confidential information on certain properties listed on Exhibit A attached hereto (the “Property or Properties”). You agree to keep all Information (as defined herein) received from or on behalf of the Company confidential, subject to the terms of this Agreement.

Confidential information will be provided to you, solely for your use in determining whether you have an interest in pursuing a negotiated transaction with the Company involving one or more of the Properties (the “Transaction”). You agree that the non-public or other information and any other written materials or oral communications relating to the Properties (collectively, the “Information”) that have been or may in the future be furnished to you by the Contact Person (as defined below) or the Company or any agent or representative thereof, will be kept confidential as set forth below.

You agree that the Information will not be used other than in furtherance of the Transaction, and that the Information will be kept confidential and will not be disclosed except to your affiliates and your and such affiliates’ directors, officers, employees, financing sources and professional advisors (including, without limitation, accountants, attorneys and financial advisors) (collectively, “Representatives”) who have a need to know such Information and who are advised of the confidential nature thereof, and as otherwise required by law. The term “Information,” as used herein, does not include any information that is generally available to the public through independent sources. You agree that you will not disclose to third parties the substance of any discussions or negotiations which might occur concerning the Property or the terms, conditions or other aspects of any proposed transaction involving the Property. You will not reproduce the Information, in whole or in part, and will not distribute all or any portion of such Information to any person other than as set forth above. Upon request by the Company or the Contact Person, you agree to return to the Contact Person all Information furnished to you, without retaining copies of all or any part thereof.

You agree that Houlihan Lokey Capital, Inc. and Ankura Consulting Group, LLC, or such other persons as may be designated in writing from time to time by the Company (each, a “Contact Person”) have responsibility for arranging appropriate contacts for due diligence in connection with the Transaction and that (a) all communications regarding the Transaction, (b) requests for additional information and requests for facility tours, management or similar meetings in connection with the Transaction or Information and (c) discussions or questions regarding procedures with respect to the Transaction will be submitted or directed only to a Contact Person and not to any other Representative of the Company.

The Information was assembled by the Contact Person and has been reviewed by the Company. It contains selected information pertaining to the Property and does not purport to contain all of

the information that you may desire. You should conduct your own investigation and analysis. You acknowledge that neither the Contact Person, the Company and its and their Representatives, nor any of our or their respective officers, directors, employees, agents, affiliates or representatives have made or make any representation or warranty, express or implied, as to the accuracy or completeness of the Information, and you agree that no such person will have any liability (under any theory, including any contract, tort or state or federal securities laws) relating to the Information or for any errors therein or omissions therefrom. You further agree that you are not entitled to rely on the accuracy or completeness of the Information and that you will be entitled to rely solely on such representations and warranties as may be included in any definitive agreement with respect to the Transaction, subject to such limitations and restrictions as may be contained therein.

In consideration of and as a condition to the Information being furnished to you, you hereby agree that, for a period of two (2) years from the date hereof, neither you nor any of your affiliates or any person acting on your or their behalf will, without the prior written consent of the Parent, directly or indirectly, solicit, hire, employ, engage (including, without limitation, as an independent contractor) or offer to hire, employ or engage, any of the current management level employees or other employees of the Company whom you first met or otherwise became aware of during your evaluation of with the Transaction; *provided* that nothing herein shall restrict you or any of your affiliates from (i) making any general solicitation for employment by use of advertisements in the media that is not specifically directed at employees of the Company and (ii) hiring any such officers or employees who respond to any such general solicitation or who first contacts you or your Representatives regarding employment without any solicitation in violation of this Agreement.

You acknowledge that remedies at law are inadequate to protect us against any actual or threatened breach of this Agreement by you or by your Representatives, and, without prejudice to any other rights and remedies otherwise available to us, you agree to the granting of specific performance and injunctive or other equitable relief in our favor without proof of actual damages and you further agree to waive, and to use all reasonable efforts to cause your Representatives to waive, any requirement for the securing or posting of any bond in connection with any such remedy.

You agree that no failure or delay by us or any of our Representatives in exercising any right hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right hereunder.

This Agreement, and all proceedings, claims or causes of action (whether in contract, tort, statute or otherwise) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement, shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, without giving effect to any laws, rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Delaware. You hereby irrevocably and unconditionally (a) consent and submit to the exclusive jurisdiction of the United States Bankruptcy Court for the District of Delaware or, if under applicable law exclusive jurisdiction is vested in federal courts, the United States District Court for the District of Delaware (except that, in the event that Parent or any of the Subsidiaries emerges from its or their bankruptcy cases under chapter 11 of Title 11 of the United States Code, then the

Court of Chancery of the State of Delaware sitting in the City of Wilmington, Delaware (or solely in the event the Court of Chancery of the State of Delaware declines to exercise such jurisdiction, the exclusive jurisdiction of any federal or state court sitting in the City of Wilmington, Delaware) (collectively, the “Courts”), for all proceedings, claims or causes of action (whether in contract, tort, statute or otherwise) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement and (b) waive any objection you may now or may hereafter have to laying of venue in the Courts, including, without limitation, based on improper venue or forum non-conveniens. You agree not to commence any such proceeding, claim or cause of action, except in the Courts. **ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY PROCEEDING, CLAIM OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STATUTE OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT IS EXPRESSLY AND IRREVOCABLY WAIVED.**

This Agreement contains the entire agreement between you and the Company concerning the confidentiality of the Information, and no provision of this Agreement may be waived, amended or modified, in whole or in part, nor any consent given, unless approved in writing by a duly authorized representative of the Company, which writing specifically refers to this letter agreement and the provision so amended or modified or for which such waiver or consent is given. In the event that any provision of this Agreement is deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.

Each person included in the definition of the Company, other than Parent, is an express third-party beneficiary of, and shall have the right to enforce the terms of, this Agreement.

This Agreement shall terminate and be of no further force and effect two years from the date hereof; provided, that, no termination hereof shall limit any party’s rights or remedies hereunder with respect to any breach by the other party that occurred prior to such termination.

Please confirm your agreement with the foregoing by signing and returning one copy of this Agreement to the undersigned, whereupon this Agreement shall become a binding agreement between you and Parent.

Very truly yours,

Exide Holdings, Inc.

By: _____
Name: Roy Messing

Accepted and agreed as of
the date first written above: _____

By: _____
Name: _____
On Behalf of Company: _____
Title: _____
Phone: _____
Email: _____

By: _____
Name: _____
On Behalf of Company: _____
Title: _____
Phone: _____
Email: _____

By: _____
Name: _____
On Behalf of Company: _____
Title: _____
Phone: _____
Email: _____