

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
)	
EXIDE TECHNOLOGIES,)	Case No. 02-11125 (KJC)
)	
Reorganized Debtor.)	
<hr style="width: 50%; margin-left: 0;"/>)	
PACIFIC DUNLOP HOLDING)	
EUROPE, <i>et al.</i> ,)	
)	Adv. Pro. No. 04-51299 (KJC)
Plaintiffs,)	
v.)	
EXIDE HOLDING EUROPE, <i>et al.</i> ,)	
)	
Defendants.)	
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SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into by and between, on the one side, Ansell Ltd. f/k/a Pacific Dunlop Ltd. (“PDL”), Pacific Dunlop Investments, Inc. (“PDI”), and the Plaintiffs in the above-captioned adversary proceeding (the “Adversary Case”), which are Pacific Dunlop Holdings (USA), Inc. (“PDH USA”) and Pacific Dunlop Holdings (Europe) Limited, Pacific Dunlop Holdings (Hong Kong) Limited, Pacific Dunlop Holdings (Singapore) PTE. Ltd., and P.D. International Pty Limited (“the PDH Foreign Plaintiffs” and, collectively with PDH USA, the “PDH Plaintiffs”), and on the other side, Defendants in the above-captioned adversary proceeding, which are Exide Technologies f/k/a Exide Corporation (“Exide ” or the “Reorganized Debtor”) and Exide Holding Europe, Exide Holding Asia Pte. Limited f/k/a Traeson Pte. Ltd., and Exide Singapore Pte. Ltd. f/k/a Bluewall Pte. Ltd. (the “Exide Foreign Defendants” and, collectively with Exide, the “Exide Defendants”). PDL, PDI, the PDH Plaintiffs and the Exide Defendants may be alternatively referred to herein individually as a “Party” or collectively as “the Parties”.

I. RECITALS

WHEREAS, the GNB Transaction consisted of a stock purchase agreement between PDH USA and Exide dated May 9, 2000 (the "U.S. Stock Purchase Agreement"), other stock purchase agreements or asset sale agreements all dated June 28, 2000, between one or more of the PDH Foreign Plaintiffs (or other PDL or PDH Plaintiffs' subsidiaries or affiliates) and one or more of the Exide Foreign Defendants (or other Exide subsidiaries or affiliates) (collectively the "Sale Agreements"), a Coordinating Agreement dated May 9, 2000, between PDH USA and Exide (the "Coordinating Agreement") which governed the entire GNB Transaction and claims arising out of the GNB Transaction, and other related documents (the "GNB Transaction");

WHEREAS, as part of the GNB Transaction, in May and June 2000, the PDH Plaintiffs entered into a series of agreements to sell to the Exide Defendants their respective interests in the Pacific Dunlop GNB Corporation (and related subsidiaries and assets);

WHEREAS, on May 10, 2000, PDL provided a written Guarantee of PDH USA's indemnification obligations under Section 4.1 of the Coordinating Agreement;

WHEREAS, on September 29, 2000, the GNB Transaction closed (the "Closing Date") and the Pacific Dunlop GNB Corporation (and related subsidiaries and assets) business was sold to the Exide Defendants (or other Exide affiliates and subsidiaries);

WHEREAS, following the Closing Date, PDH USA and Exide Technologies provided notice to one another of certain claims arising out of and relating to the GNB Transaction which PDH USA set forth by letter dated March 21, 2002 and Exide set forth by letters dated January 2, 2002 and September 27, 2002 (the "Notice Letters");

WHEREAS, on July 21, 2001, the PDH Plaintiffs filed a complaint against the Exide Defendants in the Circuit Court of Cook County, Illinois, Civil Action No. 01 L 008460 (the

“Illinois State Court”), alleging breach of contract, unjust enrichment and conversion, relating to cash swept from the accounts of the GNB companies following the Closing Date (the “Sweep Case”);

WHEREAS, the Exide Defendants subsequently filed an Answer with Counterclaims in the Sweep Case;

WHEREAS, in December 2001, PDH USA, alone, filed a second complaint in the Illinois State Court solely against Exide alleging breach of contract with respect to certain letters of credit, Civil Action No. 01 L 15589 (the “LOC Case”), which matter was later consolidated with the Sweep Case in the Illinois State Court (collectively with the Sweep Case, the “Illinois State Case”);

WHEREAS, on April 15, 2002 (the “Petition Date”), Exide and certain of its affiliates – but not the Exide Foreign Defendants – filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

WHEREAS, in August 2002, the Exide Defendants removed the Illinois State Case to the United States District Court for the Northern District of Illinois, Adv. Action No. 02 A 01106, and on February 4, 2003, the United States Bankruptcy Court for the Northern District of Illinois transferred the case to the Bankruptcy Court, together with a pending motion for remand filed by the PDH Plaintiffs;

WHEREAS, upon transfer of the Illinois State Case to the Bankruptcy Court, on January 14, 2004, the case was docketed and assigned the above-captioned adversary number (the “Adversary Case”);

WHEREAS, on April 22, 2003, PDH USA filed a proof of claim (Claim No. 3230) in Exide’s chapter 11 case asserting against Exide the claims it previously asserted in the Sweep

Case and the LOC Case in addition to other claims against Exide, collectively in the amount of approximately \$12,000,000 (the “PDH USA Proof of Claim”);

WHEREAS, on April 22, 2003, the PDH Foreign Plaintiffs also filed proofs of claim (Claim No. 3231 by Pacific Dunlop Holdings (Europe) Limited in the principal amount of at least \$6,665,051, Claim No. 3232 by Pacific Dunlop Holdings (Hong Kong) Limited in the principal amount of at least \$791,524, Claim No. 3233 by P.D. International Pty. Limited in the principal amount of at least \$1,788,054, and Claim No. 3234 by Pacific Dunlop Holdings (Singapore) Pte. Ltd. in the principal amount of at least \$675,263 in Exide’s chapter 11 case, asserting contingent claims against Exide arising from their claims as asserted in the Sweep Case (collectively with the PDH USA Proof of Claim, the “PDH Proofs of Claim”);

WHEREAS, prior to the Closing Date, a fire had damaged a GNB facility in Farmers Branch, Texas on or about April 8, 2000, as to which an insurance claim existed (the “Farmers Branch Fire”);

WHEREAS, PDI is holding \$1,287,724 in insurance proceeds paid on account of the Farmers Branch Fire (the “Farmers Branch Insurance Proceeds”), which PDH USA has claimed as a setoff of its claims asserted against Exide;

WHEREAS, Exide has disputed PDH USA’s assertion of the claimed set-off and PDI’s entitlement to retain the Farmer’s Branch Insurance Proceeds;

WHEREAS, on October 3, 2003, the PDH Plaintiffs filed a renewed motion for remand and/or abstention (“Remand Motion”) in the main chapter 11 case;

WHEREAS, the Bankruptcy Court denied the PDH Plaintiffs’ Remand Motion by Order dated December 11, 2003, and subsequently re-confirmed said denial in connection with a motion for reconsideration filed by the PDH Plaintiffs, by Order and Memorandum Opinion dated June 16, 2005;

WHEREAS, on April 21, 2004, the Bankruptcy Court confirmed Exide's Joint Plan of Reorganization ("Joint Plan");

WHEREAS, upon appeal taken by the PDH Plaintiffs from the Bankruptcy Court's orders and opinion denying the Remand Motion and the motion for reconsideration, the United States District Court for the District of Delaware (the "District Court") affirmed the Bankruptcy Court's orders and opinion by Order entered March 22, 2007;

WHEREAS, upon further appeal taken by the PDH Plaintiffs to the United States Court of Appeals for the Third Circuit (the "Third Circuit"), on September 19, 2008, the Third Circuit issued an Opinion and Judgment vacating the District Court's Order and directing the District Court to vacate the Bankruptcy Court's decisions dated December 11, 2003 and June 16, 2005, and to remand this matter to the Bankruptcy Court for proceedings consistent with the Third Circuit's Opinion and to permit the parties to develop an evidentiary record;

WHEREAS, consistent with the September 19, 2008 Opinion of the Third Circuit, the Bankruptcy Court permitted the parties to take discovery and develop an evidentiary record;

WHEREAS, on January 22, 2010, the PDH Plaintiffs renewed their Remand Motion before the Bankruptcy Court;

WHEREAS, on September 20, 2010, the Bankruptcy Court held a full-day evidentiary hearing on the issues remanded to the Bankruptcy Court by the Third Circuit, after which the Bankruptcy Court took the matter under advisement;

WHEREAS, the Parties seek to resolve amicably all of their differences and to settle all pending or potential claims that either side has or may have against the other side arising from or relating to the GNB Transaction including, but not limited to, the Illinois State Case, the Adversary Case, the Farmer's Branch Fire, the Farmer's Branch Insurance Proceeds, the Notice Letters, and the PDH Proofs of Claim, except for any claims expressly reserved in this

Agreement;

WHEREAS, PDL affiliate Pacific Chloride Incorporated and Exide are parties to a December 18, 2000 Lease Agreement related to property located at 6901 Westport Avenue in Shreveport, Louisiana (the "Lease Agreement");

WHEREAS, the Parties have expressly reserved and carved out of this Agreement all rights, claims or defenses that PDL affiliate Pacific Chloride Incorporated and/or Exide may have arising out of or relating to a January 18, 2011 fire that occurred at the premises located at 6901 Westport Avenue in Shreveport, Louisiana, including but not limited to any remaining obligations under the Lease Agreement (the "Shreveport Fire");

WHEREAS, the Parties acknowledge that the execution of this Agreement shall not be deemed an admission of liability, or an admission or concession to the truth of any allegation, statement or act made by any of the Parties and that all liability is denied;

NOW THEREFORE, in consideration of the representations, mutual covenants, agreements, releases, and acts set forth below, and for other good and valuable consideration acknowledged by the Parties to be satisfactory and adequate, and with the intent to be fully bound thereby, the undersigned Parties stipulate and agree that all claims shall be finally settled and resolved on the conditions set forth below, subject to the Bankruptcy Court's approval of this Agreement.

II. TERMS OF SETTLEMENT

1. Settlement Payment. The value of the entire Settlement Payment shall be Two Million, Seven Hundred Thousand Dollars (\$2,700,000), and the Settlement Payment shall be made as follows:

The date on which the Bankruptcy Court order approving this Agreement pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "9019 Order"), becomes final and

non-appealable is defined herein as the "Effective Date."

By June 24, 2011, or within three (3) business days following the Effective Date, whichever is later,

- (A) Exide shall pay to PDH USA, by wire transfer, the sum of One Million, Four Hundred and Twelve Thousand, Two Hundred and Seventy-Six Dollars (\$1,412,276) (the "Additional Settlement Payment"); and
- (B) Simultaneously upon PDH USA's receipt of the Additional Settlement Payment, the \$1,287,724 comprising the Farmers Branch Insurance Proceeds, which is in PDI's possession, shall become the undisputed property of PDI, and Exide and the Exide Releasors (as defined hereunder) shall be deemed to have released and relinquished any and all right, title, and interest in said property.

PDH USA shall be responsible for providing Exide with complete and accurate wiring instructions for payment of the Additional Settlement Payment, and shall do so not later than ten (10) business days following its signature on this Agreement.

2. Withdrawal of Proofs of Claim and Dismissal With Prejudice of Adversary Case.

Effective immediately upon PDH USA's receipt of the Additional Settlement Payment, and without need for further order of the Bankruptcy Court: (a) the PDH Proofs of Claim shall be deemed withdrawn; and (b) the Adversary Case shall be deemed dismissed with prejudice.

Within three (3) business days following PDH USA's receipt of the Additional Settlement Payment, the Parties shall file or cause to be filed (1) a notice of withdrawal of the PDH Proofs of Claim, the form of which is attached hereto as Exhibit A, and which, upon PDH USA's receipt of the Additional Settlement Payment, the PDH Plaintiffs shall sign and deliver to counsel for the Exide Defendants and (2) a notice of voluntary dismissal with prejudice of the Adversary Case, the form of which is attached hereto as Exhibit B, and also shall (3) notify the

Illinois State Court of the final disposition of the Adversary Case and file any additional papers necessary to effect the complete dismissal with prejudice of the Illinois State Case to the extent that any part of it may remain on any Illinois court docket.

III. MUTUAL RELEASES

3. Release of the Exide Defendants by PDL, PDI, and the PDH Plaintiffs. Conditioned upon and immediately upon PDH USA's receipt of the Additional Settlement Payment, for the good and valuable consideration provided herein, PDL, PDI, the PDH Plaintiffs and their respective predecessors, successors, and assigns (collectively, the "PDL Releasors") fully, finally and forever release the Exide Defendants and their predecessors, successors, assigns, and each of their respective present and former officers, partners, limited partners, investors, shareholders, directors, employees, agents, attorneys, representatives, parents, subsidiaries, affiliates, brokers and insurers (collectively, the "Exide Releasees") from any and all claims, demands, actions, causes of action, counterclaims, defenses, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, and executions (collectively, "Claims"), administrative, judicial or otherwise, in law or in equity, in contract or in tort, whether known or unknown, which the PDL Releasors ever had, now have, or which any of the PDL Releasors hereafter can, shall or may have against the Exide Releasees individually or as a group, either directly or derivatively for, upon or by reason of any event, fact, circumstance, matter, cause or thing whatsoever from the beginning of the world to the date of this Agreement, including, but not limited to, any Claims arising out of, in connection with, or in any way relating to the GNB Transaction, including but not limited to the Illinois State Case, the Adversary Case, the Farmer's Branch Fire, the Farmers' Branch Insurance Proceeds, the Notice Letters and the PDH Proofs of Claim, *except* for the Shreveport Fire, any continuing indemnification or other

obligations or liabilities of Exide and, to the extent they may have any such obligation or liability, the Exide Foreign Defendants (which Exide disputes and denies), pursuant to Section 4.2(c)(i) of the Coordinating Agreement (excepting Section 12.2 of the U.S. Agreement or its corresponding provision in the other Sale Agreements) that survived the closing of the GNB Transaction and have not otherwise terminated or expired as of the date of this Agreement, and any other matters that are expressly set forth in this Agreement.

4. Release of PDL, PDI, and the PDH Plaintiffs by the Exide Defendants. Conditioned upon and immediately upon PDH USA's receipt of the Additional Settlement Payment, for the good and valuable consideration provided herein, the Exide Defendants and their respective predecessors, successors, and assigns, (collectively, the "Exide Releasors") fully, finally and forever release PDL, PDI, and the PDH Plaintiffs and their predecessors, successors, assigns, and each of their respective present and former officers, partners, limited partners, investors, directors, employees, agents, attorneys, representatives, parents, subsidiaries, affiliates, brokers and insurers (collectively, the "PDL Releasees") from any and all claims, demands, actions, causes of action, counterclaims, defenses, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, and executions (collectively, "Claims"), administrative, judicial or otherwise, in law or in equity, in contract or in tort, whether known or unknown, which the Exide Releasors ever had, now have or which any of the Exide Releasors hereafter can, shall or may have against the PDL Releasees individually or as a group, either directly or derivatively for, upon or by reason of any event, fact, circumstance, matter, cause or thing whatsoever from the beginning of the world to the date of this Agreement including, but not limited to, any Claims arising out of, in connection with, or in any way relating to the GNB Transaction, including but not limited to the Illinois State Case, the Adversary Case, the

Farmer's Branch Fire, the Farmers' Branch Insurance Proceeds, the Notice Letters and the PDH Proofs of Claim, *except* for the Shreveport Fire, any continuing indemnification or other obligations or liabilities of PDL and the PDH Plaintiffs, or their subsidiaries and affiliates who were parties to the GNB Transaction, pursuant to Sections 11.1 and 11.4(a) of the U.S. Stock Purchase Agreement or corresponding provisions in the other Sale Agreements that are part of the GNB Transaction that have not otherwise terminated or expired as of the date of this Agreement, any continuing indemnification or other obligations or liabilities of PDH USA and, to the extent they may have any such obligation or liability, the PDH Foreign Plaintiffs (which PDH USA disputes and denies), pursuant to Sections 4.1(c)(i) and (ii) of the Coordinating Agreement (except for Section 4.1(a)(iv)) that have not otherwise terminated or expired as of the date of this Agreement, and any other matters that are set forth in this Agreement.

5. The Parties to this Agreement herein carve out of this Agreement and reserve any and all rights, claims and/or defenses each may have:

(a) arising out of or relating to the Shreveport Fire;

(b) any continuing indemnification or other obligations or liabilities pursuant to Sections 11.1 and 11.4(a) of the U.S. Stock Purchase Agreement or corresponding provisions in the Sale Agreements that have not otherwise expired as of the date of this Agreement;

(c) any continuing indemnification or other obligations or liabilities of PDH USA and, to the extent they may have any such obligation or liability, the PDH Foreign Plaintiffs (which PDH USA disputes and denies), pursuant to Sections 4.1(c)(i) and (ii) of the Coordinating Agreement (except for Section 4.1(a)(iv)) that have not otherwise terminated or expired as of the date of this Agreement;

(d) any continuing indemnification or other obligations or liabilities of Exide and, to the extent they may have any such obligation or liability, the Exide Foreign Defendants (which

Exide disputes and denies), pursuant to Section 4.2(c)(i) of the Coordinating Agreement (except for Section 12.2 of the U.S. Agreement or the corresponding provision in the other Sale Agreements) that have not otherwise terminated or expired as of the date of this Agreement; and

(e) any other matters that are set forth in this Agreement.

IV. GENERAL PROVISIONS

6.(A.) In the event that Court approval of this Agreement is not received: (a) this Agreement shall be null and void, and the Parties shall not be bound hereunder; (b) the Parties shall have no liability to one another arising out of or in connection with this Agreement; (c) this Agreement shall have no residual or probative effect or value, and it shall be as if it had never been executed; (d) this Agreement and any statements made in connection with settlement discussions may not be used as evidence in any continued litigation between or among the Parties; and (e) the Parties shall return to their original positions prior to the execution of this Agreement as if the Agreement had never been executed, without prejudice for any delay caused in seeking approval of the settlement reflected in this Agreement.

6(B). If PDH USA does not receive the Additional Settlement Payment on or before June 24, 2011, the PDH Plaintiffs shall notify Exide by email at holly.pritchard@exide.com of the non-payment. Exide shall have five (5) calendar days after its receipt of said written notice to cure such nonpayment (the "Cure Period") by making the Additional Settlement Payment. If the Additional Settlement Payment is not paid within the Cure Period or by 5 p.m. Eastern Time on June 29, 2011, whichever is earlier, the PDH Plaintiffs may, in their sole discretion, declare this Agreement null and void, in which case (a) the Parties shall have no liability to one another arising out of or in connection with this Agreement; (b) this Agreement shall have no residual or probative effect or value, and it shall be as if it had never been executed; (c) this Agreement and any statements made in connection with settlement discussions may not be used as evidence in

any continued litigation between or among the Parties; and (d) the Parties shall return to their original positions prior to the execution of this Agreement as if the Agreement had never been executed, without prejudice for any delay caused in seeking approval of the settlement reflected in this Agreement.

7. The execution of this Agreement and performance hereunder is not and shall not be construed in any way in this or any other matter, action or proceeding as an admission of wrongdoing or of liability among any of the Parties or Releasees. The Parties expressly understand and acknowledge that each Party denies any liability and intends by its actions pursuant to this Agreement only to avoid the burden, expense and delay of litigation and to resolve any and all differences among the Parties arising out of matters occurring before the date of this Agreement.

8. Each of the Parties represents and warrants that it has not assigned, encumbered or legally or equitably transferred to some third party any of the claims or rights that otherwise would have been released under this Agreement. This Agreement has been duly authorized and executed by each Party, and shall be binding upon the Parties, and shall inure to the benefit of the Parties hereto, as well as to the benefit of their respective estates, heirs, legal representatives, successors, predecessors, parent companies, subsidiaries, affiliates, owners, directors, officers, shareholders, employees, agents and assigns.

9. The Parties will cooperate with one another in the preparation, service, filing or execution of any additional documents necessary to effect this Agreement.

10. Each Party shall bear its own costs (including interest), attorneys' fees and expenses pertaining to the preparation of, and entry into, this Agreement, for its approval from the Bankruptcy Court, and for any of the matters leading up to this Agreement including, but not limited to, the GNB Transaction, the Adversary Case, the PDH Proofs of Claim, the Illinois State

Case, the Notice Letters, the Farmers' Branch Fire, and the Farmers' Branch Insurance Proceeds.

11. In entering into this Agreement, each Party represents that it has relied upon the advice of legal counsel of its own choosing, that the terms of this Agreement have been read and explained to it by its legal counsel, and that the terms of this Agreement are fully understood and voluntarily accepted by that Party.

12. Each Party to this Agreement represents, understands, and acknowledges that this Agreement encompasses and constitutes the entire understanding of the Parties as to settlement of all claims that are the subject of this Agreement, and supersedes all prior negotiations, discussions, and agreements concerning such subject matter. All oral or written understandings preceding this Agreement are void and hereby superseded by this Agreement.

13. This Agreement and all of its terms are subject to and contingent upon approval of the Bankruptcy Court, and shall not become effective unless the Bankruptcy Court enters the 9019 Order, which order shall be in form and content satisfactory to Exide, including, without limitation, approval of all of the terms of this Agreement.

14. This Agreement shall not be amended except by a written amendment that is agreed to and signed by each of the Parties.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law provisions. This Agreement is not intended to extend any limitations period under any of the agreements between or among the parties or under any applicable law. Subject to section 6 hereof, the Bankruptcy Court shall retain jurisdiction to resolve any dispute arising out of this Agreement for so long as Exide's Chapter 11 case remains open. Thereafter, the Parties agree that any and all disputes arising out of this Agreement shall be resolved by the United States District Court for the District of

Delaware (the "District Court"). By signing this Agreement below each Party to this Agreement submits to the jurisdiction of the District Court over any dispute arising from this Agreement, subject to the provisions of section 6 hereof. The Parties further acknowledge that, if this Agreement shall become null and void pursuant to section 6 of this Agreement, the Parties respectively reserve all rights with respect to matters of jurisdiction.

16. Any notices given under this Agreement shall be sent in writing by certified or registered mail to the following:

For the Exide Defendants:
Office of the General Counsel
Exide Technologies
13000 Deerfield Parkway Suite 100
Milton, GA 30004
and
Benjamin G. Chew, Esq.
PATTON BOGGS LLP
2550 M Street, N.W.
Washington, D.C. 20037

For PDL, PDI, and the PDH Plaintiffs:
William G. Reilly, Jr.
Senior Vice President & General Counsel
Ansell Limited
Ansell Healthcare Products LLC
200 Schulz Drive, Red Bank, NJ 07701
and
Linda S. Woolf, Esquire
Goodell, DeVries, Leech & Dann, LLP
One South Street, 20th Floor
Baltimore, MD 21202

17. No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the Party waiving the breach, and no course of conduct by any Party or among the Parties shall be deemed to amend the terms and conditions hereof except if

such is reduced to writing and executed by all Parties hereto. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise specifically provided.

18. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement therefore shall not be construed against any Party on the basis that one or more of the Parties was the principal drafter of the Agreement.

19. This Agreement may be executed in multiple duplicate originals or counterparts. Each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute but one and the same instrument, and such duplicate originals may be executed by means of telecopy or facsimile.

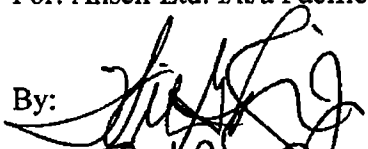
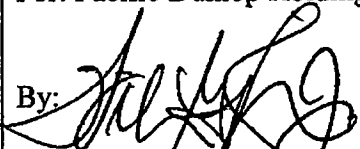
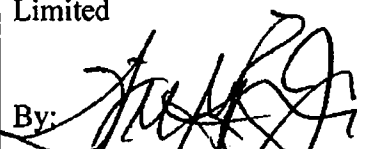
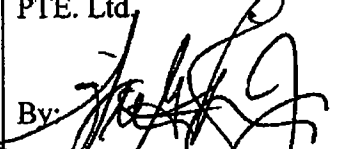

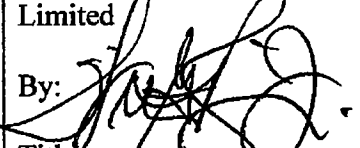
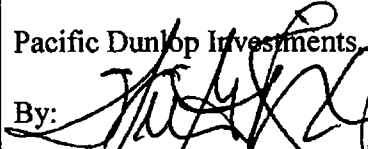
20. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and the remainder of this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein and shall be valid and enforceable to the fullest extent permitted by law.

21. This Agreement shall be binding upon the Parties and their successors and assigns and shall inure to the benefit of the Parties, their successors and assigns, the PDL Releasees and the Exide Releasees.

22. Each person signing this Agreement hereby represents and warrants that he or she is duly authorized to execute and deliver this Settlement Agreement on behalf of the respective Party. Each Party executing this Agreement represents and warrants that it has received all requisite corporate, limited liability company, partnership or other appropriate entity approvals to enter into this Agreement, including, if necessary, approval by its respective Board of Directors,

members or partners.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the latest date set forth below.

For: Ansell Ltd. f/k/a Pacific Dunlop Ltd. By:  Title: <i>S. P. General Counsel</i> Date: <i>5/12/2011</i>	For: Pacific Dunlop Holdings (USA), Inc. By:  Title: Date: <i>5/12/2011</i>
For: Pacific Dunlop Holdings (Hong Kong) Limited By:  Title: Date: <i>5/12/2011</i>	For: Pacific Dunlop Holdings (Singapore) PTE. Ltd. By:  Title: Date: <i>5/12/2011</i>
For: P.D. International Pty Limited By:  Title: Date: <i>5/12/2011</i>	For: Pacific Dunlop Holdings (Europe) Limited By:  Title: Date: <i>5/12/2011</i>
Pacific Dunlop Investments, Inc. By:  Title: Date: <i>5/12/2011</i>	

<p>For: Exide Technologies f/k/a Exide Corporation</p> <p>By: <i>BLD KH</i></p> <p>Title: <i>VP, DEPUTY GENERAL COUNSEL AND SECRETARY</i></p> <p>Date: <i>5/12/11</i></p>	<p>For: Exide Holding Europe</p> <p>By: <i>Qa'G. W</i></p> <p>Title: <i>MANAGING DIRECTOR</i></p> <p>Date: <i>5-12-11</i></p>
<p>For: Exide Holding Asia Pte. Limited f/k/a Traeson Pte. Ltd.</p> <p>By: <i>BLD KH</i></p> <p>Title: <i>DIRECTOR</i></p> <p>Date: <i>5/12/11</i></p>	<p>For: Exide Singapore Pte. Ltd. f/k/a Bluewall Pte. Ltd.</p> <p>By: <i>BLD KH</i></p> <p>Title: <i>DIRECTOR</i></p> <p>Date: <i>5/12/11</i></p>