

UNITED STATES BANKRUPTCY COURT _____ DISTRICT OF <u>DELAWARE</u>		PROOF OF CLAIM
Name of Debtor <u>EXIDE TECHNOLOGIES</u>	Case Number <u>02-11125-JCA</u>	THIS SPACE IS FOR COURT USE ONLY
NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property) <u>Assignee Fleet Capital Leasing- Global Vendor Finance Division</u>	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and address where notices should be sent 305 West Big Beaver Rd, Ste 400 Troy, MI 48064	Telephone number <u>1-800-959-5942</u>	
Account or other number by which creditor identifies debtor <u>Sharp Capital Service 22-1515937, 22-1515936</u>		Check here if this claim <input type="checkbox"/> replaces a previously filed claim dated _____ <input type="checkbox"/> amends _____
1 Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <u>EXECUTORY CONTRACT / UNEXPIRED LEASE</u> <input checked="" type="checkbox"/> Other _____		
<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS # _____ Unpaid compensation for services performed from _____ to _____ (date) (date)		
2 Date debt was incurred <u>see Addendum</u> 3 If court judgment, date obtained _____		
4 Total Amount of Claim at Time Case Filed \$ <u>3525.16 UNSECURED</u> If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5 Secured Claim <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim if any \$ <u>1,483.69</u>	6 Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries or commissions (up to \$4,650) * earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier. 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$2,100* of deposits toward purchase lease or rental of property or services for personal, family or household use. 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance or support owed to a spouse, former spouse or child. 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other Specify applicable paragraph of 11 U.S.C. § 507(a)(____) <small>*Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>	
7 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 8 Supporting Documents Attach copies of supporting documents such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 9 Date-Stamped Copy To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		THIS SPACE IS FOR COURT USE ONLY
Date <u>7/17/02</u>	Sign and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any). <u>VERONIKA A. RAGER, PORTFOLIO PARALEGAL MANAGER</u>	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18		

Exide Technologies



00656

CUST 02

Contract Detail Information

07/17/2002

** 0022SHARP CAPITAL SERVICES COMPANY **

Lessor 022 Cust EXIDE CORPORATION Branch 2222 SHARP - GEN
Contract 1515936-000 Cntc GENE TERRELL 01* Dealer 022000 0012 DAHILL I
L/Worked 06/12/02 Tel 602-278-5511

02* Delin Cd	151	Commenced	06/10/99	20* End Dep	
L/Pymt	05/31/02	Cont Term	36	21* Tot Due	1,074 28
Paid To	02/20/02	Term Date	06/10/02	22* Tot P/D	921 09
Due Day	20	14* Asset Data		Net Res	
Lead Days	29	Gross Cont~	5,101 56	Collat	
B/Cycle	YYYYYYYYYYYY	Pymts 30 2	4,569 36	25* Comment	
Pymt Amt	153 19	Balance ~	532 20	*CH11*	
09) PO Num		Net Invest	1,271 55	26* B/O Msg	
10* Inv Desc	SHARP COPIER	Sec Dep		33* Related Parties	
27) Agent	5411 WYCIHOWSKI, TIM			34* MessageInvoices	
28) Lock Agnt Y Yes	31* Collection Cntct Data			35* Message Delete	
F/U Date	Cod Message			36* Follow/up Hist	
29) 06/28/2002 Z	ASSIGNED ON 06/28/2002			37* Detail Info	
30* Follow-up Data	32* More Contact Info				
Selection					

Product Line Is 0000

SHARP

SHARP CAPITAL SERVICES COMPANY

MASTER LEASE AGREEMENT

Sharp Capital Services Company

P.O. Box 7023 • Troy, Michigan 48007-7023

AGREEMENT NO.

22-1515936

Dear Customer: This Master Lease ("Agreement") is written in simple and easy-to-read language. The words **YOU** and **YOL** refer to Sarwa Leasing Corporation d/b/a Sharp Capital Services Company ("Lessor"). The word **SHARP** refers to Sharp Electronics Corporation. The words **WE**, **US** and **OUR** refer to the Lessee. The words **WE**, **US** and **OUR** refer to the Lessee.

CUSTOMER INFORMATION

Lessee Legal Name EXIDE CORPORATION DBA EXIDE CORP. Federal Tax ID # 23-0552750

Corporate/Principal Headquarters Address EXIDE CORPORATION 645 PENN STREET, READING, PA 19601
Address City State Zip

MASTER AGREEMENT

This Lease Agreement establishes the general terms and conditions under which Sarwa Leasing Corporation d/b/a Sharp Capital Services Company ("Lessor") may from time to time lease Sharp Brand Products. The terms of this Agreement are Master terms which will be incorporated into and become part of one or more Schedules between Us and You. Each Schedule will be a separate assignable Lease Agreement, which incorporates the terms of this Agreement. You shall provide a list of subsidiaries permitted to execute Schedules under this Agreement ("Authorized Subsidiaries"). You guarantee the timely payment of all Authorized Subsidiaries' obligations. You consent to any extensions, modifications, releases, and compromises without releasing You from Your liability with respect to the Schedules. The terms "You" or "Your" will mean You and each Authorized Subsidiary which has executed any Schedule. The term "Lease" will mean each Schedule individually together with the terms of this Agreement. This Agreement and each Schedule is a complete and exclusive statement concerning Our understanding of the Schedule.

LEASE TERMS AND CONDITIONS

IMPORTANT: THESE LEASE PROVISIONS APPLY ONLY BETWEEN YOU AND US. NEITHER SHARP, THE DEALER, NOR ANY SALESPERSON IS OUR AGENT. THEY HAVE NO AUTHORITY TO SPEAK ON OUR BEHALF OR MAKE ANY CHANGES TO THIS LEASE. THEIR STATEMENTS WILL NOT AFFECT YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT OR ANY SCHEDULE.

AGREEMENT, PAYMENTS: We agree to lease to You and You agree to lease from Us the Equipment ("Equipment") listed on any Schedule. You promise to pay Us the Lease payments according to the terms of the Schedule. You may make separate arrangements with Sharp or its authorized dealers ("SNAP Dealers") to provide maintenance service and supplies for the Equipment. If you make these arrangements, and authorize Us to do so, We may, as a convenience to You, Sharp and/or the SNAP Dealer, arrange with Sharp or the SNAP Dealer to include billings for such items on Our invoices for Lease payments. These billings may be based on "Additional Copy Charges" for copies in excess of the copy allowance provided in the Schedule. "Additional Copy Charges" will be invoiced following the end of each Meter Read Frequency Period provided in the Schedule. You agree that We will not be responsible to provide You with any maintenance service and supplies and that any payment You make to Us on account of any combined billing will be attributed first against any Lease payments which are then due, with the remainder to be paid to Sharp or the SNAP Dealer.

GENERAL TERMS, EFFECTIVENESS: You agree to all the terms and conditions of this Agreement and each Schedule. All Equipment will be used for business and/or commercial purposes and will not be used for personal, family or household purposes. You acknowledge, except of this Agreement and each Schedule, THIS AGREEMENT AND EACH SCHEDULE WILL NOT COMMENCE AND WILL NOT BE BINDING ON US UNTIL ACCEPTED IN OUR OAKLAND COUNTY, MICHIGAN OFFICES. You appoint Us as Your attorney-in-fact to execute, deliver and record financing statements on Your behalf to show Our interest in the Equipment. You agree that We are authorized, without notice to You, to supply missing information or correct obvious errors in this Agreement and any Schedule.

ACCEPTANCE, COMMENCEMENT: You agree to furnish Us a written statement (a) acknowledging receipt and proper installation of the Equipment in good working condition and (b) accepting the Equipment for all purposes under the Lease. The date of acceptance will be the commencement date ("Commencement Date") for the Schedule covering the accepted Equipment. Payments for each Schedule will be due in advance, beginning on the Commencement Date and continuing on the same day of each billing period for the term of the Lease ("Term").

LATE CHARGES; OTHER CHARGES: If payment is not received when due, You agree to pay a late charge of the rate of five percent (5%) of such late payment or fifteen dollars (\$15.00), whichever is greater, and each month thereafter a finance charge of one and three quarters percent (1.75%) on any unpaid delinquent balance.

RENEWAL: When the original Term expires, the Schedule will automatically renew for successive one (1) month terms unless You (a) send Us written notice that You do not want it to renew at least ninety (90) days before the end of any Term or extension and (b) return the Equipment as provided in the "Equipment Return" Section.

PURCHASE OPTION: Upon expiration of the original Term or extended Term, and if (a) You have paid all Lease payments, all outstanding charges, and Additional Copy Charges and are, not in default, (b) the Schedule contains a purchase option, and (c) You have given Us at least thirty (30) days written notice prior to the end of the Term that You will exercise the purchase option, then You will have the option to purchase the Equipment at the end of the Term for the purchase option amount stated in the Schedule. If the purchase option amount is the fair market value of the Equipment, the fair market value will be determined by Us at Our discretion. At the time of purchase, You must pay Us the purchase option amount for the Equipment, plus any property sales or use taxes assessed or levied on the Equipment or its sale. Upon Our receipt of the purchase option amount plus all applicable taxes, We will transfer title to the Equipment to You "AS-IS WHERE-IS" WITHOUT ANY REPRESENTATION OR WARRANTY.

WARRANTIES: WE ARE LEASING THE EQUIPMENT TO YOU "AS IS" WITH NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You acknowledge that You have selected the Equipment covered by each Schedule, and that We are not a manufacturer or dealer of any Equipment. We assign to You for the Term of this Agreement and each Schedule, any transferable manufacturer or dealer warranties. We are not liable to You for any breach of those warranties. You agree that upon Your acceptance of this Equipment, You will have no set off or counter claims against Us.

LIABILITY: WE ARE NOT RESPONSIBLE FOR ANY LOSSES OR INJURIES TO YOU OR ANY THIRD PARTIES CAUSED BY THE EQUIPMENT OR ITS USE, NOR IN ANY EVENT WILL WE BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. You agree to reimburse Us for, and to defend Us against, any claims for losses or injuries caused by the Equipment and any costs or attorney fees relative to those claims.

MAINTENANCE, INSTALLATION AND REMOVAL: We will have Sharp or a SNAP Dealer install and remove the Equipment in accordance with Sharp's service policies. You will be responsible to maintain the Equipment in good working order and in compliance with all laws and regulations. If the Equipment malfunctions or is damaged, You agree to continue to make Lease payments.

ACCESS, METER READING, RETURN AND ALTERATION: You agree to give Us, Sharp and SNAP Dealers unrestricted access to Your premises to read meters, inspect, install, remove and, if applicable, repair Equipment. You agree to provide meter readings for each item of Equipment as We, Sharp or a SNAP Dealer, may request. You will not make or permit any alterations to Equipment except as approved by Us or performed by Sharp or a SNAP Dealer.

EQUIPMENT OWNERSHIP: We are and shall remain the sole Owner of the Equipment. You agree to keep the Equipment free from liens and encumbrances.

EQUIPMENT LOCATION: You will keep the Equipment at the address shown on the Schedule and You will not allow the Equipment to be moved from that address unless You get Our prior written consent.

(Continued on reverse side)

TAXES; PERSONAL PROPERTY TAX FEES. You agree to show the Equipment as "Leased Property" on all personal property tax assessed against the Equipment, or We may opt to charge You a liquidated periodic personal property tax fee. You agree to reimburse Us for applicable sales and/or use tax and all other taxes fees assessed by federal, state or local government or agency which relate to this Lease the Equipment or its use. You agree to reimburse Us for reasonable costs incurred in collecting or paying any taxes, assessments, charges, penalties or fees.

EQUIPMENT RETURN. Upon termination of the Lease Term, as extended or renewed (unless You have exercised the purchase option as provided in the "Purchase Option" Section) or upon Our demand for possession after default, You will remove the Equipment and return it to a designated by Us (freight and insurance prepaid), in good working order, ordinary wear and tear excepted. You will be responsible for any damage to the Equipment during shipping.

INSURANCE: You will bear the entire risk of loss, theft and destruction of the Equipment until all Schedules are returned to Us. You will (a) with Our written approval self insure the Equipment and either replace or repair any lost, stolen or destroyed Equipment within thirty (30) days after the occurrence thereof (with clear title to any replacements or repairs being transferred to Us) or (b) keep the Equipment insured for its full replacement value against all types of loss, including theft, and name Us or Our Assignees as loss payee, and, (c) provide and maintain acceptable general public liability insurance policy, or with Our written approval self insure against general public liability. If We have not approved a self insurance policy, You have not provided acceptable evidence of insurance. We may but will not be obligated to obtain insurance for You and add a charge to Your payment which the premium and related costs. No loss theft or damage will relieve You of any payment obligations under the Lease.

ASSIGNMENT: YOU MAY NOT SELL, PLEDGE, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT OR ANY SCHEDULE. We may sell, assign or transfer all or any part of this Agreement, any Schedule and/or the Equipment. Our Assignee will have the same rights that We have, but You agree that You will not assert against the Assignee any claims, defenses or set offs that You may have against Us or any supplier.

DEFAULT; DAMAGES. If You fail to make any Lease payment when due or otherwise default on this Agreement or any Schedule, We may accelerate the remaining balance due on this Agreement and any Schedule and demand the immediate return of the Equipment to Us. If You do not return the Equipment to Us within ten (10) days of Our notice of Your default, You will also pay a liquidated Equipment charge equal to the anticipated Lease-end residual value of the Equipment. We may also use any remedies available to Us under the Uniform Commercial Code or any other applicable law. You agree to pay Our attorney fees plus all actual costs including all costs of any Equipment repossession. You agree that We have no duty to mitigate any damages to Us caused by Your default. You waive any notice of Our repossession or disposition of the Equipment. By repossessing any Equipment, We do not waive Our right to collect the balance due on any Lease. Our delay or failure to enforce our rights under this Agreement or any Schedule will not prevent Us from doing so at a later time.

FINANCE LEASE, AMENDMENTS. THIS AGREEMENT AND EACH SCHEDULE IS A "FINANCE LEASE" UNDER THE UNIFORM COMMERCIAL CODE ("UCC") AS ADOPTED IN MICHIGAN. THIS AGREEMENT AND EACH SCHEDULE MAY NOT BE AMENDED EXCEPT IN WRITING WHICH WE HAVE SIGNED. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES YOU MAY HAVE UNDER UCC 2A-508 THROUGH 2A-522, INCLUDING ANY RIGHT TO: (a) CANCEL THIS AGREEMENT AND EACH SCHEDULE; (b) REJECT TENDER OF THE EQUIPMENT; (c) REVOKE ACCEPTANCE OF THE EQUIPMENT; (d) RECOVER DAMAGES FOR ANY BREACH OF WARRANTY; AND (e) MAKE DEDUCTIONS OR SET-OFFS, FOR ANY REASON, FROM AMOUNTS DUE US UNDER THIS AGREEMENT AND EACH SCHEDULE. IF ANY PART OF THIS AGREEMENT AND EACH SCHEDULE IS INCONSISTENT WITH UCC 2A, THE TERMS OF THIS AGREEMENT AND EACH SCHEDULE WILL GOVERN.

CHOICE OF LAW; JURISDICTION; VENUE NON JURY TRIAL. You agree that this Agreement and each Schedule will be deemed fully executed and performed in the State of Michigan and governed by Michigan law. YOU EXPRESSLY AGREE TO: (a) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF MICHIGAN; (b) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN MICHIGAN; AND (c) WAIVE ANY RIGHT TO A TRIAL BY JURY. Any charge under this Agreement or any Schedule which exceeds the amount allowed by law shall be reduced to the maximum allowed.

SAVINGS: if any provision of this Agreement or any Schedule is unenforceable, invalid or illegal, the remaining provisions will continue to be effective.

MERGER: THE ABOVE TERMS AND CONDITIONS REPRESENT AND MERGE ALL OF THE TERMS AND CONDITIONS INTO THIS AGREEMENT. NEITHER THIS AGREEMENT NOR ANY SCHEDULE MAY BE MODIFIED OR ALTERED EXCEPT BY A WRITING AND SIGNED BY ONE OF OUR OFFICERS.

LEASE ACCEPTANCE

THIS AGREEMENT OR ANY SCHEDULE MAY NOT BE CANCELED.

Authorized Signer of Lessee **X** Gene Terrell
Print Name GENE TERRELL

Date 5/14/99
Title Branch Mgr
Indicate Corporate Officer, Partner, Proprietor, etc.

Accepted By: Lessor

Signed By: **X** [Signature]

Date 5-29-99

MAY-14-1999 FRI 02:50 PM

FAX NO. 4803032568

P. 02

SHARP.

SHARP CAPITAL SERVICES COMPANY

SCHEDULE
(TO MASTER LEASE AGREEMENT)

AGREEMENT NO

22-1519936

SCHEDULE NO.

Sharp Capital Services Company • P.O. Box 7023 • Troy, Michigan 48067-7023

Dear Customer: This Schedule ("Schedule") is written in simple and easy-to-read language. The words YOU and YOUR refer to the Lessee. The words WE, US and OUR refer to Sharp Capital Services Company ("Lessor"). The word SHARP refers to Sharp Electronics Corporation.

MASTER LEASE AGREEMENT

This Lease Agreement establishes the general terms and conditions under which Sharp Capital Services Company ("Lessor") may from time to time lease Sharp Brand Products. The terms of the above Master Lease Agreement ("Master Agreement") are incorporated into and made a part of this Schedule. This Schedule and every other Schedule, which incorporates terms from the Master Agreement, are separate and distinct Agreements and not part of the Master Agreement. If there is any inconsistency between the terms of this Schedule and those of the Master Agreement, this Schedule will control.

CUSTOMER INFORMATION & BILLING CONTACT

Lessee Legal Name EXIDE CORPORATION	DBA EXIDE CORPORATION	Tax ID No. 23-0552730
Billing Contact Name Gene Terrell	Title Branch MGR	Billing Contact Phone No. 602-278-5511
Billing Address 711 North 17th Ave	City Phoenix	State AZ
Equipment Location 711 North 17th Ave	City Phoenix	County Maricopa
Dealer DAKILL INDUSTRIES	Contact Branda Leutenegger	Phone No. 602-303-9700
		Fax No. 602-303-2565
		Zip Code 85007
		Zip Code 85007

EQUIPMENT DESCRIPTION

Quantity	Model No.	Description	Complete if applicable	
			Monthly Minimum Copy Allowance	Monthly Maintenance / Service / Supply Payment *
1	SF-253D	30 cpm copier	N/A	N/A
	SF-A56	DOC FDR		
	SF-DM11	Duplex		
	SF-D20	STAND		
PROMO PKE E \$4,929.00				

FOR ADDITIONAL UNITS ATTACH EQUIPMENT SCHEDULE.

.00875 RATE FACTOR

TERM/LEASE PAYMENT SCHEDULE

TERM (MONTHS)	MONTHLY MINIMUM EQUIPMENT PAYMENT *	SECURITY DEPOSIT	INSTALLATION / REMOVAL FEE	OVERAGE COST-PER-COPY CHARGE	METER READ FREQUENCY
36	\$ 141.71	\$ 0	\$ N/A	N/A	<input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> SEMI-ANNUALLY <input type="checkbox"/> ANNUALLY
			Per Unit	Per Copy	N/A

* PAYMENTS ARE EXCLUSIVE OF TAX.

The first payment will be due on the "Commencement Date". Additional payments will be due on the same date of each following billing period.

END OF LEASE PURCHASE OPTION (CHECK ONE BOX)	BILLING FREQUENCY (CHECK ONE BOX)
<input checked="" type="checkbox"/> FMV <input type="checkbox"/> 10% <input type="checkbox"/> \$1.00	<input checked="" type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> SEMI-ANNUALLY <input type="checkbox"/> ANNUALLY

**ADVANCE PAYMENT REQUIRED FOR SEMI-ANNUAL OR ANNUAL BILLING

ADDITIONAL PROVISIONS

You authorize Us to include billings for maintenance, service and supplies provided by Sharp or a SNAP Dealer. These billings may be based on "Additional Copy Charge" for copies in excess of the copy allowance. We will not be responsible to provide You with any maintenance, service and supplies.

LEASE ACCEPTANCE

THIS SCHEDULE WILL NOT BE BINDING ON US UNTIL ACCEPTED IN OUR OAKLAND COUNTY, MICHIGAN OFFICES. You acknowledge that We have no responsibility as to the satisfactory performance or maintenance of the Equipment. The Master Agreement or this Schedule may not be modified or rescinded except by a writing signed by Us and You.

THIS SCHEDULE MAY NOT BE CANCELED

Authorized Signer of Lessee Gene Terrell	Date 5/14/99
Print Name GENE TERRELL	Title BRANCHA MGR
	Indicate Corporate Officer, Principal, Superintendent, etc.
Signed By [Signature]	Accepted By Lessor [Signature]
	Date 6-24-99

CUST 02

Contract Detail Information

07/17/2002

** 0022SHARP CAPITAL SERVICES COMPANY **

Lessor 022 Cust EXIDE CORPORATION Branch 2222 SHARP - GEN
Contract 1515937-000 Cntc GENE TERRELL 01* Dealer 022000 0012 DAHILL I
L/Worked 02/18/02 Tel 520-882-7373

02* Delin Cd 91 Commenced 06/20/99 20* End Dep
L/Pymt 06/03/02 Cont Term 36 21* Tot Due 714 08
Paid To 04/20/02 Term Date 06/20/02 22* Tot P/D 561 60
Due Day 20 14* Asset Data Net Res
Lead Days 25 Gross Cont~ 5,101 56 Collat
B/Cycle YYYYYYYYYYYY Pymts 31 1 4,832 08 25* Comment
Pymt Amt 152 48 Balance ~ 269 48 *CH11*
09) PO Num Net Invest 1,008 83 26* B/O Msg
10* Inv Desc SHARP COPIER Sec Dep

33* Related Parties

27) Agent 5411 WYCIHOWSKI, TIM
28) Lock Agnt Y Yes 31* Collection Cntct Data 34* MessageInvoices
F/U Date Cod Message 35* Message Delete
29) 06/28/2002 Z ASSIGNED ON 06/28/2002 36* Follow/up Hst
30* Follow-up Data 32* More Contact Info 37* Detail Info
Selection

Product Line Is 0000

BUYOUT.01		Buyout Quote Maintenance	06/27/2002
Buyout Type	31 - BUYOUT - CUST KEEPS	Quote Type	01 - Allow Buyout Quote
Contract	022-1515937-000	Quote	1
EXIDE CORPORATION		Pre-Tax Yield	10 53
Buyout Dte	06/27/2002	Equipment Cost	4,929 00
Commencemt	06/20/1999	Buyout Percent	100 000
Num Pymts.	31 10	Net Investment	1,008 83
Dealer....	022000 0012	DAHILL INDUSTRI	

01) Receivable Bal	269 48
02) Unearned Finance	0 00
03) Daily Finance...	0 00
04) Residual.....	1,109 03
05) Amort Est Resid.	0 00
06) Unearned IDC....	0.00
07) Invest Tax Credit	0.00
08) Sales Tax.....	104 76
09) Miscellaneous...	0 00
10) Late Charges....	99 44
11) Fees.....	0 00
12) Security Deposit (0 00)
Selection	

- Complete Contract Buyout -
This contract is on non-accrual

13) Ending Deposit (0 00)
Total Buyout.....	1,582.71
15) Quote Data.....	
16) Contract Info ..	
17) Message History..	
18) Asset Information	

SHARP

SHARP CAPITAL SERVICES COMPANY

MASTER LEASE AGREEMENT

Sharp Capital Services Company

P.O. Box 7023 • Troy, Michigan 48007-7023

AGREEMENT NO.

22-1515937

Dear Customer: This Master Lease ("Agreement") is written in simple and easy-to-read language. The words **YOU** and **YOUR** refer to the Lessee. The words **WE**, **US** and **OUR** refer to Sarwa Leasing Corporation d/b/a Sharp Capital Services Company ("Lessor"). The word **SHARP** refers to Sharp Electronics Corporation.

CUSTOMER INFORMATION

Lessee Legal Name EXIDE CORPORATION DBA EXIDE CORPORATION Federal Tax ID # 23-055273
 Corporate/Principal Headquarters Address EXIDE CORPORATION 645 PENN STREET, READING, PA 19601
 Address City State Zip Ph# 1-800-523-8954

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GENERAL TERMS; EFFECTIVENESS: You agree to all the terms and conditions of this Agreement and each Schedule. All Equipment will be used for business and/or commercial purposes and will not be used for personal, family or household purposes. You acknowledge receipt of this Agreement and each Schedule. THIS AGREEMENT AND EACH SCHEDULE WILL NOT COMMENCE AND WILL NOT BE BINDING ON US UNTIL ACCEPTED IN OUR OAKLAND COUNTY, MICHIGAN OFFICES. You appoint Us as Your attorney-in-fact to execute, deliver and record financing statements on Your behalf to show Our interest in the Equipment. You agree that We are authorized, without notice to You, to supply missing information or correct obvious errors in this Agreement and any Schedule.

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LATE CHARGES; OTHER CHARGES: If payment is not received when due, You agree to pay a late charge at the rate of five percent (5%) of such late payment or fifteen dollars (\$15.00), whichever is greater, and each month thereafter a finance charge of one and three-quarter percent (1.75%) on any unpaid delinquent balance.

RENEWAL: When the original Term expires, the Schedule will automatically renew for successive one (1) month terms unless You (a) send Us written notice that You do not want it to renew at least ninety (90) days before the end of any Term or extension and (b) return the Equipment as provided in the "Equipment Return" Section.

PURCHASE OPTION: Upon expiration of the original Term or extended Term, and if (a) You have paid all Lease payments, all outstanding charges, and Additional Copy Charges and are not in default, (b) the Schedule contains a purchase option, and (c) You have given Us at least thirty (30) days written notice prior to the end of the Term that You will exercise the purchase option, then You will have the option to purchase the Equipment at the end of the Term for the purchase option amount stated in the Schedule. If the purchase option amount is the fair market value of the Equipment, the fair market value will be determined by Us at Our discretion. At the time of purchase, You must pay Us the purchase option amount for the Equipment, plus any property sales or use taxes assessed or levied on the Equipment or its sale. Upon Our receipt of the purchase option amount plus all applicable taxes, We will transfer title to the Equipment to You "AS-IS-WHERE-IS" WITHOUT ANY REPRESENTATION OR WARRANTY.

WARRANTIES: WE ARE LEASING THE EQUIPMENT TO YOU "AS IS" WITH NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You acknowledge that You have selected the Equipment covered by each Schedule and that We are not a manufacturer or dealer of any Equipment. We assign to You for the Term of this Agreement and each Schedule any transferable manufacturer or dealer warranties. We are not liable to You for any breach of those warranties. You agree that upon Your acceptance of this Equipment, You will have no set-offs or counter-claims against Us.

LIABILITY: WE ARE NOT RESPONSIBLE FOR ANY LOSSES OR INJURIES TO YOU OR ANY THIRD PARTIES CAUSED BY THE EQUIPMENT OR ITS USE NOR IN ANY EVENT WILL WE BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. You agree to reimburse Us for, and to defend Us against, any claims for losses or injuries caused by the Equipment and any costs or attorney fees relative to those claims.

MAINTENANCE; INSTALLATION AND REMOVAL: We will have Sharp or a SNAP Dealer install and remove the Equipment in accordance with Sharp's Service policies. You will be responsible to maintain the Equipment in good working order and in compliance with all laws and regulations. If the Equipment malfunctions, or is damaged, You agree to continue to make Lease payments.

ACCESS, METER READING, RETURN AND ALTERATION: You agree to give Us, Sharp and SNAP Dealers unrestricted access to Your premises to read meters, inspect, install, remove and, if applicable, repair Equipment. You agree to provide meter readings for each item of Equipment as We, Sharp or a SNAP Dealer may request. You will not make or permit any alterations to Equipment except as approved by Us, or performed by Sharp or a SNAP Dealer.

EQUIPMENT OWNERSHIP: We are and shall remain the sole Owner of the Equipment. You agree to keep the Equipment free from liens and encumbrances.

EQUIPMENT LOCATION: You will keep the Equipment at the address shown on the Schedule and You will not allow the Equipment to be moved from that address unless You get Our prior written consent.

TAXES; PERSONAL PROPERTY TAX FEES: You agree to show the Equipment as "Leased Property" on all personal property tax returns. You agree to pay Us all personal property tax assessed against the Equipment, or We may opt to charge You a liquidated periodic personal property tax fee. We will advise You in writing of Our personal property tax fee. You agree to reimburse Us for applicable sales and/or use tax and all other taxes, fees, fines and penalties which may be imposed, levied or assessed by federal, state or local government or agency which relate to this Lease, the Equipment, or its use. You agree to reimburse Us for reasonable costs incurred in collecting or paying any taxes, assessments, charges, penalties or fees.

EQUIPMENT RETURN: Upon termination of the Lease Term, as extended or renewed (unless You have exercised a purchase option as provided in the "Purchase Option" Section) or upon Our demand for possession after default, You will remove the Equipment and return it to a place designated by Us, freight and insurance prepaid, in good working order, ordinary wear and tear excepted. You will be responsible for any damage to the Equipment during shipping.

INSURANCE: You will bear the entire risk of loss, theft and destruction of the Equipment until all Schedules are paid in full and the Equipment has been returned to Us. You will: (a) with Our written approval, self insure the Equipment and either replace or repair any lost, stolen, damaged or destroyed Equipment within thirty (30) days after the occurrence thereof (with clear title to any replacements or repairs being transferred to Us) or (b) keep the Equipment insured for its full replacement value against all types of loss, including theft, and name Us or Our Assignees as loss payee; and, (c) provide and maintain an acceptable general public liability insurance policy or with Our written approval self insure against general public liability. If We have not approved a self insurance plan, and You have not provided acceptable evidence of insurance, We may but will not be obligated to, obtain insurance for You and add a charge to Your payment which includes the premium and related costs. No loss, theft or damage will relieve You of any payment obligations under the Lease.

ASSIGNMENT: YOU MAY NOT SELL, PLEDGE, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT OR ANY SCHEDULE. We may sell, assign or transfer all or any part of this Agreement, any Schedule and/or the Equipment. Our Assignee will have the same rights that We have, but You agree that You will not assert against the Assignee any claims, defenses or set-offs that You may have against Us or any supplier.

DEFAULT; DAMAGES: If You fail to make any Lease payment when due or otherwise default on this Agreement or any Schedule, We may accelerate the remaining balance due on this Agreement and any Schedule and demand the immediate return of the Equipment to Us. If You do not return the Equipment to Us within ten (10) days of Our notice of Your default, You will also pay a liquidated Equipment charge equal to the anticipated lease-end residual value of the Equipment. We may also use any remedies available to Us under the Uniform Commercial Code of any other applicable law. You agree to pay Our attorney fees plus all actual costs, including all costs of any Equipment repossession. You agree that We have no duty to mitigate any damages to Us caused by Your default. You waive any notice of Our repossession or disposition of the Equipment. By repossessing any Equipment, We do not waive Our right to collect the balance due on any Lease. Our delay or failure to enforce our rights under this Agreement or any Schedule will not prevent Us from doing so at a later time.

FINANCE LEASE; AMENDMENTS: THIS AGREEMENT AND EACH SCHEDULE IS A "FINANCE LEASE" UNDER THE UNIFORM COMMERCIAL CODE (UCC) AS ADOPTED IN MICHIGAN. THIS AGREEMENT AND EACH SCHEDULE MAY NOT BE AMENDED EXCEPT IN WRITING WHICH WE HAVE SIGNED. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES YOU MAY HAVE UNDER UCC 2A-508 THROUGH 2A-522, INCLUDING ANY RIGHT TO: (a) CANCEL THIS AGREEMENT AND EACH SCHEDULE; (b) REJECT TENDER OF THE EQUIPMENT; (c) REVOKE ACCEPTANCE OF THE EQUIPMENT; (d) RECOVER DAMAGES FOR ANY BREACH OF WARRANTY; AND (e) MAKE DEDUCTIONS OR SET-OFFS, FOR ANY REASON, FROM AMOUNTS DUE US UNDER THIS AGREEMENT AND EACH SCHEDULE. IF ANY PART OF THIS AGREEMENT AND EACH SCHEDULE IS INCONSISTENT WITH UCC 2A, THE TERMS OF THIS AGREEMENT AND EACH SCHEDULE WILL GOVERN.

CHOICE OF LAW; JURISDICTION; VENUE NON-JURY TRIAL: You agree that this Agreement and each Schedule will be deemed fully executed and performed in the State of Michigan and governed by Michigan law. YOU EXPRESSLY AGREE TO: (a) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF MICHIGAN; (b) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN MICHIGAN; AND (c) WAIVE ANY RIGHT TO A TRIAL BY JURY. Any charge under this Agreement or any Schedule which exceeds the amount allowed by law shall be reduced to the maximum allowed.

SAVINGS: If any provision of this Agreement or any Schedule is unenforceable, invalid or illegal, the remaining provisions will continue to be effective.

MERGER: THE ABOVE TERMS AND CONDITIONS REPRESENT AND MERGE ALL OF THE TERMS AND CONDITIONS INTO THIS AGREEMENT. NEITHER THIS AGREEMENT NOR ANY SCHEDULE MAY BE MODIFIED OR ALTERED EXCEPT BY A WRITING AND SIGNED BY ONE OF OUR OFFICERS.

LEASE ACCEPTANCE

THIS AGREEMENT OR ANY SCHEDULE MAY NOT BE CANCELED.

Authorized Signer of Lessee X Gene TerralDate 5/14/99Print Name GENE TERRALTitle BRANCH MGR

Indicate Corporate Officer, Partner, Proprietor, etc.

Accepted By: Lessor

Signed By: X [Signature]Date 8-3-99

MAY-14-1999 FRI 02:43 PM

FAX NO. 4803032568

P. 02

SHARP.
 SHARP CAPITAL SERVICES COMPANY

SCHEDULE
 (TO MASTER LEASE AGREEMENT)

 AGREEMENT NO.
221515937
 SCHEDULE NO.

Sharp Capital Services Company • PO Box 7023 • Troy, Michigan 48007-7023

Dear Customer: This Schedule ("Schedule") is written in simple and easy-to-read language. The words YOU and YOUR refer to the Lessee. The words WE, US and OUR refer to Sarwa Leasing Corporation d/b/a Sharp Capital Services Company ("Lessor"). The word SHARP refers to Sharp Electronics Corporation.

MASTER LEASE AGREEMENT

The Lease Agreement establishes the general terms and conditions under which Sarwa Leasing Corporation d/b/a Sharp Capital Services Company ("Lessor") may from time to time lease Sharp Brand Products. The terms of the above Master Lease Agreement ("Master Agreement") are incorporated into and made a part of this Schedule. This Schedule, and every other Schedule, which incorporates terms from the Master Agreement, are separate assignable Agreements, and not part of the Master Agreement. If there is any inconsistency between the terms of this Schedule and those of the Master Agreement, then this Schedule will control.

CUSTOMER INFORMATION & BILLING CONTACT

Lessee Legal Name	<u>EXIDE CORPORATION</u>	DBA	<u>EXIDE CORPORATION</u>	Fed Tax ID No.	<u>23-0552730</u>
Billing Contact Name	<u>Gene Terrell / Carmen Barner</u>	Title	<u>Branch MGR</u>	Billing Contact Phone No.	<u>520-882-7373</u>
Billing Address	<u>523 W. GRANT RD</u>	City	<u>TUCSON</u>	State	<u>AZ</u>
Equipment Location	<u>523 W. GRANT RD</u>	City	<u>TUCSON</u>	County	<u>PIMA</u>
Dealer	<u>INSTALLING - COT, INC TUCSON AZ</u>	State	<u>AZ</u>	Zip Code	<u>85705</u>
	<u>SELLING - DAVID TEMPE AZ</u>			Phone No.	<u>520-884-951</u>
					<u>602-303-9700</u>
					<u>602-303-2566</u>

EQUIPMENT DESCRIPTION

Quantity	Model No.	Description	Complete if applicable	
			Monthly Minimum Copy Allowance	Monthly Maintenance / Service / Supply Payment *
1	SF-2530	30 cpm copier	N/A	N/A
	SF-A56	Doc FDR		
	SF-DM11	Duplex		
	SF-D20	STAND		
			PROMO PRG E \$4,929.00	

FOR ADDITIONAL UNITS ATTACH EQUIPMENT SCHEDULE.

.02875 Rate Factor

TERM/LEASE PAYMENT SCHEDULE

TERM (MONTHS)	MONTHLY MINIMUM EQUIPMENT PAYMENT *	SECURITY DEPOSIT	INSTALLATION / REMOVAL FEE	OVERAGE COST-PER-COPY CHARGE	METER READ FREQUENCY
36	\$ 141.71	\$ 0	N/A	N/A	MONTHLY QUARTERLY SEMI-ANNUALLY ANNUALLY
			Per Unit	Per Copy	N/A

* PAYMENTS ARE EXCLUSIVE OF TAX.

The first payment will be due on the Commencement Date. Additional payments will be due on the same date of each following billing period.

END OF LEASE PURCHASE OPTION: (CHECK ONE BOX)			BILLING FREQUENCY: (CHECK ONE BOX)		
<input checked="" type="checkbox"/> FMV	<input type="checkbox"/> 10%	<input type="checkbox"/> \$1.00	<input checked="" type="checkbox"/> MONTHLY	<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> SEMI-ANNUALLY**
			**ADVANCE PAYMENT REQUIRED FOR SEMI-ANNUAL OR ANNUAL BILLING		

ADDITIONAL PROVISIONS:

You authorize Us to include billings for maintenance service, and supplies provided by Sharp or a SNAP Dealer. These billings may be based on "Additional Copy Charges" for copies in excess of the copy allowance. We will not be responsible to provide You with any maintenance, service, and supplies.

LEASE ACCEPTANCE

THIS SCHEDULE WILL NOT BE BINDING ON US UNTIL ACCEPTED IN OUR OAKLAND COUNTY, MICHIGAN OFFICES. You acknowledge that We have no responsibility as to the satisfactory performance or maintenance of the Equipment. The Master Agreement or this Schedule may not be modified or rescinded except by a writing signed by Us and You.

THIS SCHEDULE MAY NOT BE CANCELED

Authorized Signer of Lessee	Date
<u>Gene Terrell</u>	<u>5/14/99</u>
Print Name	Title
<u>GENE TERRELL</u>	<u>BRANCH MGR</u>
Indicate Corporate Officer, Principal, Superintendent, etc.	
Signed By	Accepted By Lessor
<u>[Signature]</u>	<u>[Signature]</u>
Date	Date
	<u>8-3-99</u>



Fleet Capital Leasing

Global Vendor Finance

A unit of Fleet Business Credit Corporation

305 W Big Beaver Road
Suite 400
Troy MI 48084
248-764-5100
Fax 800-877-5327

In Re **EXIDE TECHNOLOGIES, et al**
CASE NO: 02-11125-JCA

ADDENDUM TO PROOF OF CLAIM DATED JULY 17, 2002, FILED BY FLEET CAPITAL LEASING – GLOBAL VENDOR FINANCE DIVISION.

Debtor entered into a lease agreement with Sanwa Leasing Corporation d/b/a Sharp Capital Services Company as (Lessor) On February 1, 1999, Fleet Financial Group purchased Sanwa Leasing from Sanwa Bank The contract was assigned to Fleet Capital Leasing – Global Vendor Finance Division, All rights, title and interest passed to Fleet as finance lessor

As of the date of this Proof of Claim, the following amounts are known by the Creditor to be owing and unpaid with respect to the lease contract (s)

Lease No 022-1515936-000
Lease No 022-1515937-000

Pre-Petition Arrears Due \$921 09
Pre-Petition Arrears Due \$561 60

Administrative Expense Claim: \$1,482 69

TOTAL GENERAL UNSECURED CLAIM AMOUNT \$ 3,525 16

Creditor claims an ownership interest in the Equipment Creditor is entitled to accelerate the lease under default remedies and declare such amounts due See attached Accounting and Buyout Quote Creditor is entitled to file an unsecured claim in the amount of \$3,525 16

Debtor is also liable for costs of service and maintenance, costs of collection, disposition of the Equipment and attorney fees in unknown amounts Creditor reserves the right to amend this Proof of Claim to include such amounts when they become known Creditor also reserves the right to amend this Proof of Claim to include other amounts which may be owing by Debtor when such amounts become known



Fleet Capital Leasing

Global Vendor Finance

A unit of Fleet Business Credit Corporation

305 W Big Beaver Road
Suite 400
Troy, MI 48084
248-764-5100
Fax 800-877-5327

July 17, 2002

BMC – Claims Agent for
Exide Technologies
P O Box 1063
El Segundo, CA 90245-1063

**In Re: EXIDE TECHNOLOGIES, et al
CASE NO: 02-11125-JCA**

Attn Claims Agent

Enclosed please find our proof of claim (s) with regard to the above referenced case
Please file one copy and time-stamp the duplicate copy and return it to Fleet Capital
Leasing – Global Vendor Finance, 305 West Big Beaver Road, Suite 400, Troy
Michigan 48084

Attached is a self addressed stamped envelope for your convenience

Thank you for your assistance

Sincerely,

Veronika A Rager
Portfolio Paralegal Manager
Fleet Capital Leasing-Global Vendor Finance