FORM B10 (Official Form 10) (4/01)

UNITED STATES BANKRUPTCY COURT	DISTRICT OF DELAWANE	PROOF OF CLAIM	
Name of Debtor	Case Number		
EXIDE TELHNOLOGIES	02-11125-5CA		
NOTE This form should not be used to make a claim for an administrative	e expense arising after the commencement		
of the case A "request" for payment of an administrative expense may be			
money or property	Check box if you are aware that anyone else has filed a proof of		
Fleet Capital Leasing-Global	claim relating to your claim Attach		
Vendor Finance Division	copy of statement giving particulars		
Name and address where notices should be sent	☐ Check box if you have never		
305 West Big Beaver Rd, Ste 400	received any notices from the bankruptcy court in this case		
Troy, MI 48 0 84	☐ Check box if the address differs		
	from the address on the envelope sent to you by the court		
Telephone number 1-800-959-5942		THIS SPACE IS FOR COURT USL ONLY	
Account or other number by which creditor identifies debtor	Check here		
Show Capital Service	if this claim replaces a previously	filed claim dated	
Sharp Capital Services 27-1515437 22-1515936	amends		
1 Basis for Claim	☐ Retiree benefits as defined i	n 11 USC 8 1114/2)	
□ Goods sold	☐ Wages, salaries, and comp		
☐ Services performed	Your SS #		
☐ Money loaned			
□ Personal injury/wrongful death	Unpaid compensation for	services periormed	
Taxes EXECUTORY CONTRACT Other UNEXPIRED LEASE	from	_ to	
	(date)	(date)	
2 Date debt was incurred See Addendeuce 3 If court judgment, date obtained			
	756-		
4 Total Amount of Claim at Time Case Filed	\$ 3525.16 UNSE	cueb	
4 Total Amount of Claim at Time Case Filed If all or part of your claim is secured or entitled to priority, al	so complete Item 5 or 6 below		
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CUST 02	Contract Detail In * 0022SHARP CAPITAL SERV		07/17/200
Lessor 022	Cust EXIDE CORPORATION Cntc GENE TERRELL	N Branch	2222 SHARP - GEN
02* Delin Cd 151	Commenced 06/10)/99 20* I	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*	rot P/D 921 09
Due Dav 20	14* Asset Data	J	Net Res
Lead Days 29	Gross Cont~	5.101 56	Collat
B/Cvcle YYYYYY	YYYYYY Pvmts 30 2	4,569 36 25* (Comment
Pymt Amt	YYYYYY Pymts 30 2 153 19 Balance ~	532 20	*CH11*
09) PO Num	Net Invest	1.271 55 26* 1	B/O Msa
10* Inv Desc SHARP		_,_,_	-, - 1g
10 III Debe biant	COLLER SCO DOP	33* 1	Related Parties
27) Agent 5411 W	YCIHOWSKI, TIM	•	
	31* Collection Cntct	Data 34* 1	MessageInvolces
F/U Date Cod			Message Delete
	ASSIGNED ON 06/28/2002		
30* Follow-up Data	32* More Contact Inf	to 37* !	Detail Info

07/17/2002

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Product Line Is 0000

Selection

SHARP.

MASTER LEASE AGREEMENT

Sharp Capital Services Company
P.O Box 7023 • Troy, Michigan 48007-707

AGREEMENT NO. 22-15/5436

Dear Customer This Master Lease ("Annument") is written in simple and easy-to-read language. The words YOU and YOU refer to Sarawa Leasing Corporation dib/a Sharp Capital Survices Company | Lesson'). The word SHARP refers to Sharp Elec-

ુ the Lessee The words WE છે.5 and OUR Torporation

CUSTOMER INFORMATION			
LESSLE LEGAL Nome ExiDE CORPORAtiON	J DONEY DE COR	105 UN Federal Tax ID 423-055	32350
Corporale/Principal Headquarters Address ExiDE (SKEET, LEADING, PA 19	1601
	Address	1 520 -523 -8954 20	

MASTER AGREEMENT

This Lease Agreement establishes the general terms and conditions under which Sanwa Leasing Corporation dro/a Same Tapital Scricces Company ("Lessor") may from ome to time klasse Sharp Brant Products. The terms of this Agreement are Master terms which will be incorporated also and you Each Schedule will be a separate assignable Lease Agreement, which incorporates the terms at the Agreement. You shall provide a list of subsidiaries permitted to execute Schedules under this Agreement ("Authorized Subsidiaries") You guarantee the timely promum of all Authorized Subsidiaries' obligations you constitute any extensions modifications releases and compromises without releasing You from Your liability with respect to the Schedules. The terms "Your or "Your" will mean You and each Authorized Subsidiary which has executed any Schedule. The term "Lease" will mean You and each Authorized Subsidiary which has executed any Schedule. The term "Lease" will mean You and each Authorized Subsidiary which has executed any Schedule. The term "Lease" will mean You and each Authorized Subsidiary with the terms of this Agreement. This Agreement and each Schedule is a complete and exclusive statement concerning Quil Third Agreement of the Schedule.

LEASE TERMS AND CONDITIONS

MEORITANT 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 BC! MAKE ANY CHANGES TO THIS LEASE THEIR STATEMENTS WILL NO AFFECT YOUR RIGHTS OR OBLIGATIONS UNDER IT IS AGREEMENT OR ANY SCHEDULE

EMAGREEMENT, PAYMENTS: We agree to lease to You and You agree to lease, from Us the Equipment (Equipment) issted 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 main tenance service and suppress for the Eguipment. 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 Conveniences" for copies in excess of the copy allowance provide of in the Schedule "Additional Copy Charges" will be involved 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. The ard supplies and that any payment You make to Us on account of any corribated 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.

EMGENERAL TERMS, EFFECTIVENESS: You agree to all the terms and concluons of this Agreement and each Schedule. All Equipment will be used for personal family or household purposes. You acknowledge eccupt of this Agreement and each Schedule. THIS AGREEMENT AND EACH SCHEDULE WILL NOT COMMENCE AND WILL NOT SE BINDING ON US UNTIL ACCEPTED IN OUR OAKLAND COUNTY MICHIGAN OFFICES. You appoint Us as Your attorney in-fact to execute of live and record financing statements on Your behalf to show our owners 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 Schedulo.

ESACCEPTANCE, COMMENCEMENT You agree to furnish Us a written statement (a) acknowledging receipt and propositions at the Equipment in good working upon tion and (b) accupting 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 the Commencement Date and conditioning on the same day of each billing period for the term of the Lease ("Term").

EXELATE CHARGES: DTHER CHARGES. It payment is not received when due. You agree to pay a late charge from rate of five purcent (5%) of such late payment or hiteen dollars (\$15.00) whichever is greater, and each month thereafter, a mance charge of one and three quarter percent (1.75%) on any unpaid delinquish balance

ESPRENEWAL. When the original Term expires, the Schedule will automatically renew for successive one (1) month it is unless you jay send us written notice that You do not want it to renew at klast minety (90) days before the end of any Term or extension and (b) return the Equipment as provided in the Equipment Return Section

EXPURCHASE OPTION Upon expiration of the original Term or extended Term and if (a) You have paid all Leuse payments all outstanding charges and Additional Copy Charges and arc 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 the Term that You will exercise the purchase option amount is still an interest of the Equipment or its sale upon Our receipt of the purchase option amount gits all applicable taxes. We will take to the Equipment of the Equipment or its sale.

TION OR WARRANTY

EXAMINANTIES WE ARE LEASING THE EQUIPMENT TO YOU "AS IS WITH NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MER CHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You acknowledge that You have selected the Equipment for 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 warraphies. You agree that upon Your acceptance of this Equipment. You will have no set offs or counter dams against Us

EVENT WILL 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 reimburg, Us for, and to defend Us against any claims for losses or rejuries caused by the Equipment and any costs or attorney feet relative to those claims.

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

EDACCESS, METER READING, RETURN AND ALTERATION You agree to give Us Sharp and SNAP Dealers Unrestricted access to your promises to read meters inspect, install, remove and in 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 attentions to Equipment except as approved by Us or performed by Sharp or a SNAP Dealer.

EXISCULTMENT OWNERSHIP. We are and shall remain the sole Owner of the Equipment. You agree to keep the Equipment free from items and encumbrances

EXISCULTMENT LOCATION. You will keep the Equipment at the address shown on the Schedule and You will not allowess you get Our pilot we ten consent.

[Continued on reverse side]

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personal property tax assessed against the Equipment personal property tax (see You agree to reimburse Us assessed by federal, state or local government or age in collection or paying any laxes, assessments, charge	agree to show the Equipment as "Leased Property" on all for We may opt to charge You a liquidated periodic persons for applicable sales and/or use tax and all other taxes feeting which relate to this Lease the Equipment or its use. You penalties or feets.	al promise which ma s fin malbes which ma ou a minburse Us for re	You agree to pay Us all the Your writing of Our y be imposed levied or asonable costs incurred covided in the "Purchase"
Option" Section) or upon Our demand for possession	e Lease Term, as extended or renewed funiess You have ex after default. You will remove the Equipment and return it excepted. You will be responsible for any damage to the Ed	Anibuses on anibularia	dir and unanemake
THE INSURANCE: YOU will be at the entire risk of loss to Us. You will (a) with Our written approval self insurance the occurrence entereof (with clear tide to a against all types of loss, including their, and name Use, or with Our written approval self insurance We may but will not be obligated to of insurance. We may but will not be obligated to of their or damage will refer you of any payment obligate.	tineft and destruction of the Equipment until all Schedules ture the Equipment and either replace or repair any lost, stoll ny replacements or repairs being transferred to Us) for (b) ke the Our Assignees as loss payee, and, (d) provide and main reral public liability. If twe have not approved a self insurance potain insurance for You and add a charge to Your payment was pabons under the Lease	s are and the Equipmen demonstrated for its and the Equipmen of the Fig and the Equipmen demonstrated for its pieces and the provided making the premium and the Equipment and the Equip	prierte Wider in the years ic tability insurance pol- led acceptable evidence i related costs No loss
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IMPERALLY; PAMAGES. If You fail to make any Imp balance due on this Agreement and any Schedule (10) days of Our nobce of Your default. You will also also use any remedies available to Us under the Unifing all costs of any Equipment repossession. You repossession or disposition of the Equipment. By rejure to enforce our parts under this Agreement of an	ease payment when due or otherwise default on this Agre- and demand the immediate return of the Equipment to U pay a liquidated Equipment charge equal to the anticipate and Commercial Code or any other applicable law. You agri price that We have no duty to mingate any damages to Us obstossing any Equipment. We do not wave Our right to or by Schedule will not prevent Us from doing so at a later ome	is in the above teach value of the decided teachers residual value of the decided value of the country fees plus is cauthy by Your default. You would the balance due on any the country fees plus to balance due on any the country fees plus the cou	phrief to 0s walling in the Equipment. We may sall accusi costs includ wake any nonce of Our lease. Our delay or fail-
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Authorized Signer of Lessee X Seve Cursel

Print Name Sour Time Sever Med Indicate Corporate Ordiner Properetor, etc.

Accepted By: Lesson

Signed By: X Date: Date: 1-09 Cy

SHARP CAPITAL BERVICES COMPANY

SCHEDULE

(TO MASTER LEASE AGREEMENT) .

Sharp Capital Services Company • P.O Box 7023 • Troy, Michigr 7-7023

Dear Customer This Schedule ("Schedule") is written in simple and early-to-read language. The words YOU and YOUR refer to the Less' 7 rids WE US

Composition dithal Sharp Capital Scrickes Company ("Lessor") The world SMARTE refers to Sharp Electronics Composition.

P. 02 AGREEMENT NO

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Product Line Is 0000

Selection

Buyout Type 31 - BUYOUT - CUST Contract 022-1515937-000 Quo	KEEPS	Maintenance 06/27/2002 Quote Type 01 - Allow Buyout Quote Pre-Tax Yield 10 53 Equipment Cost 4,929 00
EXIDE CORPORATION Buyout Dte 06/27/2002 Mthd Rul	0/78	
Commencemt 06/20/1999 Term 06/	/20/2002	Net Investment 1,008 83
Num Pymts. 31 10 Times De		NCC IIIVCOCIMOIIC 1,000 00
Dealer 022000 0012 DAHILL I		- Complete Contract Buyout -
Dealel 022000 0012 Binitiz		This contract is on non-accrual
01) Receivable Bal 2	269 48	13) Ending Deposit (0 00)
02) Unearned Finance	0 00	Total Buyout 1,582.71
03) Daily Finance	0 00	15) Quote Data
04) Residual 1,1	L09 03	16) Contract Info
05) Amort Est Resid.	0 00	17) Message History
06) Unearned IDC	0.00	18) Asset Information
07) Invest Tax Credit	0.00	
	104 76	
05, 112000120110	0 00	
10) Late Charges	99 44	
11) Fees	0 00	
12) Security Deposit (Selection	0 00)	

MASTER LEASE AGREEMENT Sharp Capital Services Company

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

GREEMENT NO. *22- 151593*7

Dear Customer: This Master Lease ("Agreement") is written in simple and casy-to-read language. The words YOU and YOUR refer to the Lessee. The words WE. U.S. and OUR refer to Sanwa Leasing Corporation draws Sharp Captacided Services Company ("Lesser"). The word SHARP refers to Sharp Electronics Corporation.

CUSTOMER INFORMATION DBA EXIDE COLOCAHON Federal Tax ID # 23-055273 Corporation Lessec Legal Name Corporate/Principal Headquarters Address EXIDE COLONIALION

MASTER AGREEMENT

This Lease Agreement establishes the general terms and conditions under which Sanwa Leasing Corporation d/b/a Sharp Capital Services Company ("Lessor") may from time to time lease Straip 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 subsidiatics permitted to execute Schubios under this Agreement ("Authorized Subsidiancs"). You guarantee the timely payment of all Authorized Subsidiancs ocligations. You consent to any extensions modifications, releases and compromises without releasing You from Your liability with respect to the Schedules. The terms Your 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 LEAST 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

EMAGREEMENT; PAYMENTS We agree to losse to You and You agree to lease from Us the Equipment (Equipment) listed on any Schedule. You promise to pay Ls the Lease payments according to the terms of the Schedule. You may make separate anangements 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. Thuse billings may be based on Andruchal 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 Re ad Frequency Period provided in the Schedule. You agree that We will not be responsible to provide You with any maintenance, survice, and supplies and drat any payment You make to Us on account of any combined bining will be attributed first against any Lease payments which are then due with the remainder to be paid to Sharp or the SNAP Deakr.

EXECUTIVENESS: You agree to all the terms and conditions of this Agreement and each Schedule. All Equipment will be used for business and/or communical 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 MICH LIGAN 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

EMACCEPTANCE: COMMENCEMENT You agree to furnish Us a whiten statement (a) adknowledging rucerpt 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 Schedulo covering the accepted Equipment. Fayments 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"]

EXPLATE CHARGES; OTHER CHARGES If payment is not recoved when due You surge to pay a late charge at the rate of two percent (5%) of such late desired. or lifeen 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

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

EXEPURCHASE OFTION Upon expiration of the original Term or extended Term and If (a) You have paid all Lease payments all dustranding charges, and Addivional 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 was exercise the purchase option, then You will have the option to prirchase the Equipment at the end of the Term for the purchase option amount stated in the Schedule of the purchase option amount is the fair market value of the Equipment, the fair market value will be determined by Us at Our discretion. As 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 arrows plus all applicable cases. We will transfer title to the Equipment to You "AS-IS-WHERE-IS" WITHOUT ANY REFRESENT \-TION OR WARRANTY

EXEMPARRANTIES WE ARE LEASING THE EQUIPMENT TO YOU AS IS WITH NO WARRANTIES EXPRESSED OR IMPLIED INCLUDING WARRANTIES OF MER CHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You adknowledge that You have selected the Equipment covered by each Schedule, and that We are not a manufacturer or deaker of any Equipment. We assign to You for the Term of this Agreement and each Schedule, any Hanslerable manufacturer or dealer warranties. We are not table to You for any breach of those warrants 3. You agree that upon Your acceptance of this Equipment, You will have no sut-offs or counter-claims against Us

MELIABILITY 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 injunes caused by the Equipment and any costs or attorney fees relative to those claims

EXIMAINTENANCE: 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 mailtinetions, or is damaged. Your agree to continue to make Lease payments.

ETJACCESS, METER READING, RETURN AND ALTERATION: You agree to give Us Straip and SNAP Dealers unrestricturi access to Your promises to read meters INSPECT. Install, remove and if applicable repair Equipment. You agree to provide metric readings for each frem of Equipment as We. Sharp or a SNAP Dealer may request. You wit not make or permit any alterations to Equipment except as approved by Us. or performed by Sharp or a SNAP Dealer

EXECUTIPMENT OWNERSHIP. We are and shall remain the sole Owner of the Equipment. You agree to keep the Equipment free from lens and cocumbrances.

EXECUTIPMENT 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 poor watten consent.

72 9 18 FG U

ADDITAXES; PERSONAL PROPERTY TAX FEES! You agree to show the Equipment as "Leased Property" on all personal property tax returns. You agree to pay Us as personal property tax assessed against the Equipment, of We may opt to charge You a liquidated personal property tax fee. We will advise You in writing of Queersonal property tax fee. You agree to reimburse Us for applicable sales and/or use tax and all other taxes. Items 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.

EXECUTIVENT RETURNS 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.

EESINSURANCE: 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 dear 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 a loss payee; and, (c) provide and maintain an acceptable general public liability insurence polyon 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 without no biligated 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.

EMASSIGNMENT. 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.

EXDEFAULT; DAMAGES: If You laid to make any Lease payment when due of 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 Len (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 lees plus at 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 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.

EXIPTIMANCE LEASE; AMENDMENTS: THIS AGREEMENT AND EACH SCHEDULE IS A "FINANCE LEASE" UNDER THE UNIFORM COMMERCIAL CODE ("LICC") 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 (3) CANCEL THIS AGREEMENT AND EACH SCHED-ULE (D) REJECT TENDER OF THE EQUIPMENT (D) REVOKE ACCEPTANCE OF THE EQUIPMENT (D) RECOVER DAMAGES FOR ANY BREACH OF WARRANTY AND (M) 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 WILL GOVERN

EXCHORCE 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

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

EXIMENGEN: 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 SUAL: (LWL) Print Name GOVE TERRAL	Date <u>5/14/99</u>			
Print Name GOUE TERREL	- Mae Blanch Mol			
	Indicate Corporate Officer, Fariner Fraprietor etc.			
Accepted By:	Lessor			
Signed By: X	Date: 83-95			

FAX NO. 4803032568



Signed By

SCHEDULE

(TO MASTER LEASE AGREEMENT) Sharp Capital Services Company . PO Box 7023 . Troy, Michigan 48007-7023

SCHEDULE NO.

Dear Customer: This Schedule [Schedule] is written in simple and easy-to-road language. The words YOU and YOUR refer to the Lessee. The words WE US and OUR refer to Samua Leasury Corporation d/L/a Sharp Capital Services Company ("Lessor") The word SHARP relains to Straip Electronics Corporation MASTER LEASE AGREEMENT The Luke Agreement establishes the general terms and conditions under which Sanwa Leasing Corporation d/b/a Sharp Capital Services Company ("Lessor") may from time to time losse 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 & MILLING CONTACT 7755<u>2730</u> 41DE EXIDE CURPORAHION Billing Contact Phone No. ARMEN BARNER Bibrig Adigess Zip Coxte Counc eve Hotobe INSTAllING - COT, INC DANILL Tempe AZ EQUIPMENT DESCRIPTION Complete if applicable CHARLY Model No Description Monthly Minimum Copy Monthly Maintenance / Service / Atlovvance Supply Payment 30 cpm copies LIA. NIA .02875 RATE FACTOR FOR ADDITIONAL UNITS ATTACH EQUIPMENT SCHEDULE. TERM/LEASE PAYMENT SCHEDULE MONTHLY MINIMUM INSTALLATION / OVERAGE METER RENO SECURITY RCMOVAL FEE (MONTHS) EQUIPMENT PAYMENT * DEPOSIT COST-PER-COPY CHARGE *TREQUENCY* TENHANNUA 14 MONTHLY NIA NIA CUARTERL ANNUALLY \$ Per Unit Per Copy * 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 penod end of lease purchase option: |Check one box| billing exeguency. |Check one box| FMV T 10% Ci \$1 00 CHONTHLY COURTERLY SEMI-ANNUALLY** AND "-NOVANCE PAYMENT REQUIRED FOR SEMI-ANNUAL OR ANNUAL BRILING **ANNUALLY**** 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 excuss 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 municenance of the Equipment. The Master Agreement or this Schedule may not be modified or rescinded except by a writing sorried by Us and You. THIS SCHEDULE MAY NOT BE CANCELED Date BRANCH MGK GONE TERRE Indicate Corporate Officer Principal Superintendent, etc.

Accepted By Lessor

Date



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 Pre-Petition Arrears Due \$921 09
Lease No 022-1515937-000 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 know.



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