IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

In re	)	
	)	Chapter 11
EXIDE TECHNOLOGIES, et al ,[1]	)	
	)	Case No 02-11125 (JCA)
Debtors	)	(Jointly Administered)

STIPULATION AND AGREED ORDER REGARDING MOTION OF NATIONAL CITY LEASING CORPORATION FOR ORDER TO COMPEL DEBTOR TO TIMELY PERFORM OBLIGATIONS UNDER LEASE, TO COMPEL ASSUMPTION OR REJECTION OF LEASE AGREEMENT, TO COMPEL PAYMENT PURSUANT TO § 365(d)(10) AND FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE CLAIM [RE DOCKET NO 536]

The above captioned debtors and debtors in possession (collectively, the "Debtors') and National City Leasing Corporation ("National City" and together with the Debtors, the "Parties") stipulate as follows

1 On April 15, 2002 (the "Petition Date"), the Debtors filed their voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") Pursuant to §§1107(a) and 1108 of the Bankruptcy Code, the Debtors continue to manage their properties as debtors-in-possession

2 Prior to the Petition Date, the Debtors entered into a Master Lease Agreement (the "Master Lease Agreement"), as more fully described in the National City Motion (as defined below), with General Electric Capital Corporation ("GECC") GECC assigned to

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[1] The Debtors in these proceedings are Exide Technologies f/k/a Exide Corporation Exide Delaware, L L C , Exide Illinois Inc and RBD Liquidation I L C

Docket# 690, 8/21/2002

National City all of GECC's right, title and interest (the "National City Lease")[2] to certain of the equipment listed in the Master Lease Agreement (the "National City Equipment")

3 On July 30, 2002, National City filed the Motion of National City Leasing Corporation for Order to Compel Debtor[3] to Timely Perform Obligations Under Lease, to Compel Assumption or Rejection of Lease Agreement to Compel Payment Pursuant to §365(d)(10) and for Allowance and Payment of Administrative Claim (the "National City Motion") relating to the National City Equipment The National City Motion requests (a) that the Debtor be compelled to assume or reject the National City Lease, (b) that the Debtor be compelled to timely perform obligations under the National City Lease from and after 60 days following the Petition Date, and (c) allowance and payment of an administrative claim for rent accrued under the National City Lease during the first 60 days following the Petition Date

4 The Debtors allege that the National City Lease may not be a "true lease" but, rather, a disguised security interest which is not entitled to the protections of §365 of the Bankruptcy Code As such, the Debtors do not believe that National City is entitled to the relief sought in the National City Motion

5 The Parties have held discussions to resolve their differing positions, and have agreed to resolve the National City Motion on the terms set forth below

THE PARTIES STIPULATE AND AGREE AS FOLLOWS

1 The Debtors shall timely perform and continue to perform all of the obligations of the Debtors under the National City Lease as described in the National City

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2 The Parties' and the Court's use of the terms "lease" and "rent" in this Stipulation and Agreed Order does not constitute an admission or a determination that the National City Lease is a true lease The rights of the Parties to this issue are reserved

3 The National City Motion's use of the word "Debtor" refers to Exide Technologies

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Motion, first arising on or after 60 days after the Petition Date (the "365(d)(10) Obligation") until the National City Lease is assumed or rejected, or until the Court orders otherwise, provided, however, that this Stipulation and Agreed Order is without prejudice to the Debtors' right to seek entry of an order suspending the 365(d)(10) Obligation based upon the equities of the case, and without prejudice to National City's right to oppose such a request if made

2 The 365(d)(10) Obligation shall be paid directly to National City in accordance with the terms of the National City Lease, and all such payments due as of the date of this Stipulation and Agreed Order shall be paid by the Debtors within five (5) business days of the date hereof, and thereafter in accordance with the payment terms in the National City Lease

3 National City is awarded an allowed administrative claim under §503(b)(1)(A) of the Bankruptcy Code for all rent accrued under the National City Lease during the first fifty-nine (59) days of these cases, provided, however that the Debtors shall not be required to make payment of such claim absent further order of the Court, and that this Stipulation and Agreed Order is without prejudice to National City's right to seek entry of an order compelling such payment, provided, further, that this Stipulation and Agreed Order is without prejudice to the Debtors' right to seek disallowance of such claim, in whole or in part, based, *inter alia*, on a ruling that the National City Lease is not a true lease, or upon a ruling that the Debtors' estates did not benefit from the use of the National City Equipment during such time period in an amount equal to or greater than the rent accrued during such time period and without prejudice to National City's right to oppose such a request if made by the Debtors

4 The remaining relief sought in the National City Motion is withdrawn without prejudice

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5 The Parties hereto agree that this Stipulation and Agreed Order is without prejudice to National City's right to renew its request for an order compelling the Debtors to assume or reject the National City Lease, and without prejudice to the Debtors' right to oppose such request if made

6 This Stipulation and Agreed Order may be signed by facsimile signature, which signature shall, for the purposes of this Stipulation and Agreed Order, be deemed to constitute an original signature and be binding as such

7 This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Stipulation and Agreed Order

Submitted by

KIRKLAND & ELLIS

By _____

Matthew N Kleiman
James W Kapp III
Jason D Horwitz
200 East Randolph Drive
Chicago, Illinois 60601
Telephone (312) 861-2000
Facsimile (312) 861-2200

Counsel to the Debtors and Debtors in Possession

WEIR & PARTNERS LLP

By _____

Kenneth E Aaron (#4043)
824 Market St , P O Box 708
Wilmington, Delaware 19899
Telephone (312) 652-8181

and

By _____

Bonnie R Golub
Suite 500, The Widener Building
1339 Chestnut Street
Philadelphia Pennsylvania 19107
Telephone (215) 665 8181
Facsimile (215) 665-8464

Counsel to National City Leasing Corporation

SO ORDERED

Wilmington, Delaware
Dated 8/21, 2002

_____
Judge

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FILED
JUL 30 2002
BMC

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re	Chapter 11
Exide Technologies,	Bankruptcy No 02-11125(JCA)
Debtors	Obj Deadline August 14, 2002 Hrg Date August 21, 2002, 1 30pm

MOTION OF NATIONAL CITY LEASING CORPORATION FOR ORDER TO COMPEL DEBTOR TO TIMELY PERFORM OBLIGATIONS UNDER LEASE, TO COMPEL ASSUMPTION OR REJECTION OF LEASE AGREEMENT, TO COMPEL PAYMENT PURSUANT TO §365(d)(10) AND FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE CLAIM

National City Leasing Corporation ("National City"), by its attorneys, Weir & Partners LLP, hereby moves this Court for the entry of an Order compelling the Debtor, Exide Technologies, to timely perform its obligations under lease, to compel the assumption or rejection of lease agreement, to compel payment pursuant to §365(d)(10) and for allowance of administrative claim and payment thereof, and in support thereof states the following

BACKGROUND

1 On April 15, 2002, Exide Technologies and certain of its domestic subsidiaries (collectively, the "Debtors") filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") This Court subsequently entered an Order for joint administration consolidating the Debtors' estates for procedural purposes

2 The Debtors remain in possession of their businesses and continue to manage same as debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code

Exide Technologies
00811

Docket Entry 536, 7/30/02

3 The Debtors and their non-debtor affiliates are manufacturers and distributers of lead acid batteries and other related electrical energy storage products and collectively are, upon information and belief, the largest international lead battery manufacturer

THE LEASE

4 On or about December 23, 1997, General Electric Capital Corporation ("GECC"), as lessor, and Exide Corporation (predecessor to Exide Technologies) ("Exide"), as lessee, entered into a Master Lease Agreement for the use of certain equipment more fully described below (the "Master Lease Agreement") A true and correct copy of the Master Lease Agreement is appended hereto as Exhibit "A" and made a part hereof

5 Pursuant to a certain Master Assignment Agreement dated August 27, 1997 between GECC and National City Leasing Corporation, ("National City"), GECC agreed to convey to National City and National City agreed to purchase from GECC all of GECC's right, title and interest in and to certain items of equipment leased to Exide A true and correct copy of the Master Assignment Agreement is appended hereto as Exhibit "B" and made a part hereof

6 By Notice and Acknowledgment of Assignment dated December 23, 1997 (the "Assignment", a true and correct copy of which is appended hereto as Exhibit "C" and made a part hereof), Exide was notified that National City had acquired from GECC all of GECC's

right, title and obligations of GECC in and to the equipment delineated on "Equipment Schedule No N-1" of the Master Lease Agreement (collectively, the "Equipment") A true and correct copy of the Equipment Schedule is appended hereto as Exhibit "D" and made a part hereof (The Master Lease Agreement and the Assignment together are referred to as the "National City Lease")

7 Under the terms of the National City Lease, Exide was obligated to pay to National City the remaining rentals due under the Master Lease in the amount of 32 quarterly payments in arrears, each in the amount of $365,073 92

8 As of the date of the filing of the Petition, Exide was in default under the terms of the National City Lease by virtue of its failure to remit to National City pre-Petition rent payments in the amount of $560,863 55, including accrued late fees

9 Since the filing of the Petition, Exide has failed to make the regularly scheduled payment for the second quarter and is currently in arrears, as of the filing date of this Motion, in the amount of $424,058 86, plus accrued late fees The National City Lease had not been terminated, nor had it expired pre-petition, and twenty (20) rental payments remain due and owing under its terms

10 Upon information and belief, Exide continues to use the Equipment to generate income for its benefit and to preserve its estate, to the detriment of National City

11 In addition, all of the Equipment must be regularly maintained in accordance with the manufacturer's recommendations to avoid excessive wear and tear Even if so maintained, the value of the Equipment will depreciate through normal usage, along with the interest of National City in the Equipment

12 National City asserts that the National City Lease and constitutes a true lease entitling National City to the protections afforded to lessors of personal property under 11 U S C §365(d)(10)

RELIEF REQUESTED

To Compel Assumption or Rejection of Lease

13 Section 365(d)(2) of the Bankruptcy Code provides, in part, that, the trustee may assume or reject an unexpired lease of personal property of the debtor at any time before the confirmation of a plan, but the court, upon request of any party to such contract or lease, may order the trustee to determine within a specified period of time whether to assume or reject such contract or lease

14 The Bankruptcy Court may consider what constitutes a reasonable time for the debtor to determine whether to assume or reject a lease However, the debtor's failure to perform under a lease may be sufficient grounds for compelling its assumption or rejection

15 In this instance, Exide has had the benefit of time -- that is, it has used the Equipment for more than 60 days since the filing of the Petition without exercising its options to assume or reject the National City Lease

16 During this period of time, Exide has failed to make any post-petition payments, has failed to cure any pre-petition arrearages, and has successfully avoided repeated attempts by National City to ascertain whether Exide intends to assume or reject the National City Lease, all the while reaping the benefits of the Equipment to the detriment of National City

17 Under §365(d)(10) of the Bankruptcy Code, the debtor is required to perform all of its obligations "from or after 60 days after the order for relief under an unexpired lease of personal property , until such lease is assumed or rejected notwithstanding section 503(b)(1) " More than 60 days has elapsed since the filing of the Petition and Exide has failed to perform any of its obligations under the National City Lease and has further failed to take any steps to assume and/or reject the National City Lease See, e g , In re Edison Brothers Stores, Inc , 207 B R 801 (Bankr D Del 1997), In re Elder-Beerman Stores, Corp , 201 B R 759 (Bankr S D Ohio 1996)

18 Exide should not be permitted to realize the unfair advantage of utilizing the Equipment to generate income while

failing to live up to its obligations under the National City Lease

19 For these reasons, Exide should be compelled to assume or reject the National City Lease within ten (10) days of an Order granting this Motion

To Compel Timely Performance of Obligations under National City Lease and for Payment of Rent Pursuant to §365(d)(10)

20 Bankruptcy Code section 365(d)(10) was added under the Bankruptcy Reform Act of 1994 to provide relief for lessors of personal property--to wit, that the debtor would be required to perform timely all of its obligations under an unexpired lease of personal property See, e g , In re Leisure Time Sports Inc , 189 B R 511 (Bankr S D Cal 1995)

21 Section 365(d)(10) of the Bankruptcy Code mandates the performance of the debtor's obligations under an unexpired lease commencing at the sixtieth day of filing See, e g , In re Brennick, 178 B R 305 (Bankr D Mass 1995) Here, the sixty (60) day period referenced in §365(d)(10) expired June 14, 2002 Exide, however, has not made any payments due under the National City Lease, nor has it otherwise resumed performance under the terms of the National City Lease

22 Notwithstanding the provisions of §503(b)(1) of the Bankruptcy Code, Exide is now obligated to make timely payments of rent under the National City Lease Section 365(d)(10) entitles National City to immediate payment for all rent accruing since June

15, 2002 in the amount of $184,037 26, together with all payments since the filing of the Petition in the total amount of $424,058 86, plus accrued late fees

For Allowance of Administrative Claim and for Payment Thereof

23 Section 365(d)(10) of the Bankruptcy Code requires the debtor to perform its obligations under an unexpired lease arising "from or after 60 days after the order for relief in a case under chapter 11 " Such obligations are administrative in nature and entitle National City to payment as they become due

24 Section 365(d)(10) does not preclude the Court from granting National City an administrative expense claim for rents due during the sixty day period See, e g , In re Pan American Airways Corp , 245 B R 897 (Bankr S D Fla 2000) Indeed, Exide is obligated to National City for unpaid rent accrued during the first 60 days of this case under §503(b) of the Bankruptcy Code as an administrative expense in the amount of $240,048 60 for the "actual, necessary costs and expenses of preserving the estate" 11 U S C §503(b)

NOTICE

25 Notice of this Motion has been given to the Debtors, the Official Committee of Unsecured Creditors, the Office of the United States Trustee, and those persons requesting notice under Rule 2002

26 No previous motion for the relief requested herein has been filed in this or in any other Court

WHEREFORE, National City Leasing Corporation respectfully requests that this Court enter an Order in the form attached hereto, granting the Motion and for such other relief as this Court deems just and proper

WEIR & PARTNERS LLP

By /s/ Kenneth E Aaron
Kenneth E Aaron, Esquire(#4043)
824 Market Street
P O Box 708
Wilmington, DE 19899
(302) 652-8181
Counsel for National City Leasing Corporation

and

WEIR & PARTNERS LLP

By /s/ Bonnie R Golub
Bonnie R Golub, Esquire
Suite 500, The Widener Building
1339 Chestnut Street
Philadelphia, PA 19107
(215) 665-8181

Dated July 30, 2002

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re	Chapter 11
Exide Technologies,	Bankruptcy No 02-11125(JCA)
Debtors	Obj Deadline August 14, 2002 Hring Date August 21, 2002

ORDER GRANTING MOTION OF NATIONAL CITY LEASING CORPORATION TO COMPEL DEBTOR TO TIMELY PERFORM OBLIGATIONS UNDER LEASE, TO COMPEL ASSUMPTION OR REJECTION OF LEASE AGREEMENT, TO COMPEL PAYMENT PURSUANT TO §365(d)(10) AND FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE CLAIM

AND NOW, this _____ day of _____, 2002, upon consideration of the Motion of National City Leasing Corporation ("National City") for the entry of an Order compelling the Debtor, Exide Technologies ("Exide"), to timely perform its obligations under lease, to compel the assumption or rejection of lease agreement, to compel payment pursuant to §365(d)(10) and for allowance of administrative claim and payment thereof, and any objections thereto, and hearing thereon and for good cause shown,

It is hereby ORDERED and DECREED that

1 The Motion is GRANTED,

2 Exide shall assume or reject the National City Lease within ten (10) days of the entry of this Order by the Court,

3 National City is awarded an allowed administrative expense claim under 11 U S C §(b) of the Bankruptcy Code in the amount of $240,048 60 for unpaid rent accruing during the first 60 days of this Case which amount shall be paid over to National City within ten (10) days of the entry of this Order, and

4 Exide shall comply with all obligations under §365(d)(10) of the Bankruptcy Code including, without limitation, remitting as and when due, the payment of any and all rent, attorney's fees and other costs and expenses due and owing to National City for the period from and after sixty (60) days following the Order for relief as entered in this Case

BY THE COURT

_____
John C Akard,
United States Bankruptcy Judge

_____

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re	Chapter 11
Exide Technologies,	Bankruptcy No 02-11125(JCA)
Debtors	Obj Deadline August 14, 2002 Hring Date August 21, 2002

NOTICE OF MOTION

To All Parties on Service List

PLEASE TAKE NOTICE, that National City Leasing Corporation {"National City") has filed a Motion (the "Motion") for the entry of an Order compelling the Debtor, Exide Technologies ("Exide"), to timely perform its obligations under lease, to compel the assumption or rejection of lease agreement, to compel payment pursuant to §365(d)(10) and for allowance of administrative claim and payment thereof

PLEASE TAKE FURTHER NOTICE that a hearing to consider the Motion shall be held in the United States District Court for the District of Delaware, Courtroom 2B, 844 King Street, Wilmington, Delaware 19801 on August 21, 2002 at 1 30 p m

Any responses or objections to the Motion must be made in writing and filed with the Bankruptcy Court and served on the undersigned counsel for National City on or before August 14, 2002

If a copy of the Motion is not transmitted with this Notice, you may request a copy from the undersigned attorney for National City

If you fail to respond in accordance with this Notice, the Court may grant the relief demanded by the Motion without further notice or hearing

WEIR & PARTNERS LLP

By /s/ Kenneth E Aaron
Kenneth E Aaron, Esquire(#4043)
824 Market Street
P O Box 708
Wilmington, DE 19899
(302) 652-8181

and

WEIR & PARTNERS LLP

By /s/ Bonnie R. Golub
Bonnie R. Golub, Esquire
Suite 500, The Widener Building
1339 Chestnut Street
Philadelphia, PA 19107
(215) 665-8181
Counsel to National City
Leasing Corporation

Dated July 30, 2002

@PFDesktop\ ODMA/MHODMA/Weir 157529 1

[redacted] "A"

MASTER LEASE AGREEMENT

dated as of December 23, 1997

between

GENERAL ELECTRIC CAPITAL CORPORATION, as Lessor,

and

EXIDE CORPORATION, as Lessee

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MASTER LEASE AGREEMENT

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MASTER LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT, dated as of December 23, 1997 ("**Agreement**"), between GENERAL ELECTRIC CAPITAL CORPORATION with an office at 4 Northpark Drive, Suite 500, Hunt Valley, Maryland 21030 (hereinafter called, together with its successors and assigns, if any, "**Lessor**"), and EXIDE CORPORATION, a Delaware corporation with its chief place of business at 1400 North Woodward Avenue, Bloomfield Hills, Michigan 48304, with a mailing address at 645 Penn Street, Reading, Pennsylvania 19612-4205 (hereinafter called "**Lessee**")

WITNESSETH

I LEASING

(a) This Agreement shall be effective from and after the date of execution hereof Subject to the terms and conditions set forth below, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the equipment ("Equipment") described in Annex A to any schedule hereto (collectively, the "Schedule") Terms defined in a Schedule and not otherwise defined herein shall have the meanings ascribed to them in such Schedule

(b) The obligation of Lessor to purchase the Equipment from Lessee and to lease the same to Lessee shall be subject to receipt by Lessor, on or prior to the earlier of the Lease Commencement Date or Last Delivery Date therefor, of each of the following documents in form and substance satisfactory to Lessor (i) a Schedule relating to the Equipment then to be leased hereunder, (ii) a Bill of Sale by Lessee in favor of Lessor in the form of Annex B-1 to the applicable Schedule, or a Bill of Sale by an Affiliate (as hereinafter defined) of Lessee in favor of Lessor, in the form of Annex B-2 to the applicable Schedule, (iii) an appraisal with respect to the Equipment by an appraiser, and in form and substance, satisfactory to Lessor, (iv) an Estoppel/Waiver Agreement in the form of Annex F to the applicable Schedule, by each holder of an interest in the Equipment Location (as hereinafter defined) (if the Equipment Location is not owned by Lessee or by General Battery Corporation), (v) a Lease Option Agreement in the form of Exhibit No 1 hereto, with respect to each Equipment Location owned by Lessee, or a Collateral Assignment of Leasehold Interest in the form of Exhibit No 2 hereto, if the Equipment Location is leased by Lessee, (vi) evidence of insurance which complies with the requirements of Section X, and (vii) such other documents as Lessor may reasonably request Simultaneously with the execution of the Bill of Sale, Lessee shall also execute a Certificate of Acceptance, in the form of Annex C to the applicable Schedule, covering all of the Equipment described in the Bill of Sale Upon execution by Lessee of any Certificate of Acceptance, the Equipment described thereon shall be deemed to have been delivered to, and irrevocably accepted by, Lessee for lease hereunder

II TERM, RENT AND PAYMENT

(a) The rent payable hereunder (the "**Rent**") and Lessee's right to use the Equipment shall commence on the date of execution by Lessee of the Certificate of Acceptance for such Equipment ("**Lease Commencement Date**") The term of this Agreement (the "**Term**") shall be the period specified in the applicable Schedule If any Term is extended, the word "Term" shall be deemed to refer to all extended terms, and all provisions of this Agreement shall apply during any extended terms, except as otherwise may be specifically provided in writing

(b) Rent shall be paid to Lessor by wire transfer of immediately available funds to Bankers Trust New York New York, New York 10006, Account No 50-202-962, ABA No 021-001 033, or

to such other account as Lessor may direct in writing, and shall be effective upon receipt Payments of Rent shall be in the amount set forth in, and due in accordance with, the provisions of the applicable Schedule If Rent is not paid within fifteen (15) days of its due date, Lessee agrees to pay a late charge calculated at the Late Rate (as hereinafter defined) with respect to such overdue Rent for the period from its due date to the date on which such overdue Rent is paid to Lessor, but not exceeding the lawful maximum, if any

III RENT ADJUSTMENT

(a) The periodic Rent payments in each Schedule have been calculated on the assumption (which, as between Lessor and Lessee, is mutual) that the maximum effective Federal corporate income tax rate (including any surcharge but exclusive of any minimum tax rate) for calendar-year taxpayers ("**Effective Rate**") will be thirty-five percent (35%) for each year of the Term

(b) If, solely as a result of Congressional enactment of any law (including, without limitation, any modification of, or amendment or addition to, the Internal Revenue Code of 1986, as now amended ("**Code**"), the Effective Rate is higher than thirty-five percent (35%) for 1997 or any subsequent year during the Term, then Lessor shall have the right to increase such Rent payments by requiring payment of a single additional sum equal to the product of (i) the Effective Rate (expressed as a decimal) for such year less 35 (or, in the event that any adjustment has been made hereunder for any previous year, the Effective Rate (expressed as a decimal) used in calculating the next previous adjustment), times (ii) the adjusted Stipulated Loss Value divided by the difference between the new Effective Rate (expressed as a decimal) and one (1) The adjusted Stipulated Loss Value shall be the Stipulated Loss Value (calculated as of the first rental due in the year for which such adjustment is being made) less the product of the Tax Benefits that would be allowable under Section 168 of the Code (as of the first day of the year for which such adjustment is being made and all subsequent years of the Term) times the Effective Rate (expressed as a decimal) (in the year for which such adjustment is being made) Lessee shall pay to Lessor the full amount of the additional Rent payment on the later of (i) receipt of notice, or (ii) the first day of the year for which such adjustment is being made.

(c) If, solely as a result of Congressional enactment of any law (including, without limitation, any modification of, or amendment or addition to, the Code, the Effective Rate is lower than thirty-five percent (35%) for 1997 or any subsequent year during the Term, then Lessor shall decrease such Rent payments to the extent required to provide to Lessee over the Term an aggregate amount equal to the product of (i) the Effective Rate (expressed as a decimal) for such year less 35 (or, in the event that any adjustment has been made hereunder for any previous year, the Effective Rate (expressed as a decimal) used in calculating the next previous adjustment), times (ii) the adjusted Stipulated Loss Value divided by the difference between the new Effective Rate (expressed as a decimal) and one (1) The adjusted Stipulated Loss Value shall be the Stipulated Loss Value (calculated as of the first rental due in the year for which such adjustment is being made) less the product of the Tax Benefits that would be allowable under Section 168 of the Code (as of the first day of the year for which such adjustment is being made and all subsequent years of the Term) times the Effective Rate (expressed as a decimal) (in the year for which such adjustment is being made)

(d) The obligations of Lessor and Lessee under this Section III shall survive any expiration or termination of this Agreement, provided, however, that the Congressional enactment of law giving rise to such obligations retroactively changes the Effective Rate as applicable during the Term

IV TAXES

(a) Except as provided in Sections III and XV(c) hereof, Lessee shall have no liability for taxes imposed by the United States of America or any State or political subdivision thereof which are on or measured by the net income of Lessor Lessee shall report (to the extent that it is legally permissible) and pay promptly all other taxes, fees and assessments due, imposed, assessed or levied against any Equipment (or the purchase, ownership, delivery, leasing, possession, use or operation thereof), this Agreement (or any rentals or receipts hereunder), any Schedule, Lessor or Lessee by any foreign, federal, state or local government or taxing authority during or related to the term of this Agreement, including, without limitation, all license and registration fees, and all sales, use, personal property, excise, gross receipts, franchise, stamp or other taxes, imposts, duties and charges, together with any penalties, fines or interest thereon (all hereinafter called "Taxes") Lessee shall (i) reimburse (on an after-tax basis) Lessor upon receipt of written request for reimbursement for any Taxes charged to or assessed against Lessor, (ii) on request of Lessor, submit to Lessor written evidence of Lessee's payment of Taxes, (iii) on all reports or returns show the ownership of the Equipment by Lessor, and (iv) send a copy thereof to Lessor

(b) Solely with respect to those Schedules executed pursuant hereto as to which General Electric Capital Corporation is and continues to be the lessor, notwithstanding the foregoing, Lessee shall have no liability for that portion of the Taxes comprised of the Indiana gross receipts tax payable with respect to the Rents (excluding any Indiana gross receipts tax applicable with respect to the sale by Lessee to Lessor of the Equipment), and General Electric Capital Corporation shall be responsible for the payment of such tax The parties acknowledge and agree that this Paragraph (b) shall not be applicable with respect to any Assignee (as hereinafter defined) unless such Assignee expressly agrees that this Paragraph (b) shall be applicable with respect to such Assignee

V. REPORTS

(a) Lessee will notify Lessor in writing, within ten (10) days after Lessee has actual knowledge that any tax or other lien shall have attached to any Equipment, of the full particulars thereof and of the location of such Equipment on the date of such notification

(b) Lessee will deliver to Lessor, within one hundred twenty (120) days of the close of each fiscal year of Lessee, Lessee's balance sheet and profit and loss statement, prepared in accordance with generally accepted accounting principles consistently applied ("GAAP") certified by a recognized firm of certified public accountants. Lessee will deliver to Lessor quarterly, within sixty (60) days of the close of each fiscal quarter of Lessee, in reasonable detail, copies of Lessee's quarterly financial report certified by the chief financial officer of Lessee, together with a certificate of an authorized officer of Lessee stating that he has reviewed the activities of Lessee and that, to the best of his knowledge, there exists no Default (as hereinafter defined) or event which, with the giving of notice or the lapse of time (or both), would become a Default

(c) Lessee will permit Lessor to inspect the Equipment and all maintenance records with respect thereto during normal business hours upon reasonable notice

(d) Lessee will keep the Equipment at the Equipment Location (specified in the applicable Schedule) within the Continental United States and will not move any of the Equipment from the Equipment Location without the prior written consent of Lessor Upon Lessor's request, Lessee promptly will notify Lessor in writing of the location of any Equipment as of the date of such notification

(e) Lessee will promptly and fully report to Lessor in writing if any Equipment is lost or damaged (where the estimated repair costs would exceed ten percent (10%) of its then fair market value), or is otherwise involved in an accident causing personal injury or property damage

(f) Within ten (10) days after Lessee has actual knowledge of the occurrence of any alleged material violation by Lessee of Environmental Law (as hereinafter defined), Lessee will notify Lessor of the full particulars thereof Within ten (10) days after Lessor has actual knowledge of the assertion of any Environmental Claim (as hereinafter defined) relating to any Adverse Environmental Condition (as hereinafter defined) at, under or upon any Equipment Location against Lessor not attributable to any alleged violation by Lessee of Environmental Law as to which Lessee has provided notice to Lessor, Lessor will notify Lessee of the full particulars thereof

(g) Lessee promptly will provide to Lessor copies of all material environmental appraisals and similar reports prepared for Lessee and its subsidiaries by independent environmental consultants which Lessor may from time to time reasonably request after notification of the preparation thereof by Lessee (the "Environmental Review")

VI DELIVERY, USE AND OPERATION

(a) The parties acknowledge that this is a sale/leaseback transaction and the Equipment is in Lessee's possession as of the Lease Commencement Date

(b) Lessee agrees that the Equipment will be used by Lessee solely in the conduct of its business and in a manner complying with all applicable Federal, state, and local laws and regulations and any applicable insurance policies, and Lessee shall not discontinue use of the Equipment

(c) Lessee will keep the Equipment free and clear of all liens and encumbrances other than those which result from acts of Lessor

(d) Provided that no Default (as hereinafter defined) shall then have occurred and be continuing, at Lessee's expense, upon thirty (30) days' prior written notice to Lessor, Lessee may elect to replace, on a like-kind exchange basis, a unit of Equipment (a "Substituted Item") with a new unit of Equipment (a "Replacement Item"), due to the obsolescence of the Substituted Item Each Replacement Item shall be free and clear of all liens and encumbrances and shall have at least the value, utility and remaining useful life and be in as good an operating condition as the Substituted Item, assuming that the Substituted Item has been maintained in accordance with the provisions of this Agreement Replacement hereunder shall be subject to Lessor's prior written consent, which consent shall not unreasonably be withheld Lessee may elect to replace Equipment pursuant to this Section VI(d) and/or to exercise the special purchase option pursuant to Section XXIII(b) hereof not more than twice per consecutive twelve (12) month period during the Term, for any number of items of Equipment The aggregate Capitalized Lessor's Cost of all Substituted Items or items of Equipment as to which Lessee exercises its special purchase option pursuant to Section XXIII(b) hereof during each subsequent consecutive twelve (12) month period shall not exceed $750 000 00 Lessee shall pay to Lessor a fee of $2,500 in connection with each exercise by Lessee of the replacement option provided hereunder (which fee shall be applicable regardless of the number of units of Equipment replaced at any one time) Replacement of Equipment having suffered a Casualty Occurrence shall not be deemed to be a replacement pursuant to this Section VI(d) Lessee shall execute and deliver to Lessor a Bill of Sale and an amended Annex A to the applicable Equipment Schedule with respect to each Replacement Item, together with such documents and instruments as reasonably may be required by Lessor in connection with such replacement, including (without limitation) Uniform Commercial Code financing statements and Estoppel/Waiver Agreements, to be filed at Lessee's expense Upon compliance by Lessee with the provisions hereof, Lessor will transfer to Lessee, on an AS IS BASIS (as

hereinafter defined), all of Lessor's right, title and interest in and to the Substituted Item Lessor shall not be required to make and may specifically disclaim any representation or warranty as to the condition of the Substituted Item and any other matters (except that Lessor shall warrant that it conveyed whatever interest it received in such Substituted Item free and clear of any lien or encumbrance created by or through Lessor)

VII SERVICE

(a) Lessee will, at its sole expense, maintain each unit of Equipment in good operating order, repair, condition and appearance in accordance with [manufacturer's recommendations, normal wear and tear excepted and] Lessee's standard practices (but in no event less than industry practices) Lessee's maintenance programs shall be subject to review and approval by Lessor On or before March 31, 1998, Lessee shall affix in a prominent position on each unit of Equipment plates, tags or other identifying labels showing (x) the interest therein of Lessor, (y) Lessee's asset number for such unit of Equipment, and (z) if available, the serial number of such unit of Equipment

(b) Lessee will not, without the prior consent of Lessor, affix or install any accessory, equipment or device on any Equipment if such addition will impair the value, originally intended function or use of such Equipment Lessee will not, without the prior consent of Lessor, materially modify any Equipment except to improve the performance of such item of Equipment for manufacturing operations All additions, repairs, parts, supplies, accessories, equipment, and devices furnished, attached or affixed to any Equipment which are not readily removable shall be made only in compliance with applicable law, including Internal Revenue Service guidelines, shall be free and clear of all liens, encumbrances or rights of others, and shall become the property of Lessor Lessee will not, without the prior written consent of Lessor and subject to such conditions as Lessor may impose for its protection, affix or install any Equipment to or in any other personal or real property

(c) Any alterations or modifications to the Equipment that may, at any time during the term of this Agreement, be required to comply with any applicable law, rule or regulation shall be made at the expense of Lessee

VIII STIPULATED LOSS VALUE

Lessee shall promptly and fully notify Lessor in writing if any unit of Equipment shall be or become worn out, lost, stolen, destroyed, irreparably damaged in the reasonable determination of Lessee or permanently rendered unfit for use from any cause whatsoever (such occurrences being hereinafter called "**Casualty Occurrences**") On the rental payment date next succeeding a Casualty Occurrence (the "**Payment Date**"), Lessee shall either (as selected by Lessee)

(a) replace the unit of Equipment having suffered the Casualty Occurrence with equipment of comparable make and model, having an equal or greater value and utility, free and clear of all liens and encumbrances, and shall deliver to Lessor a bill of sale, an Equipment Schedule, such Uniform Commercial Code financing statements or statements of amendment and such other documents, instruments, filings and/or certificates as reasonably may be required by Lessor with respect to such replacement Equipment, or

(b) pay Lessor the sum of (x) the Stipulated Loss Value of such unit calculated in accordance with Annex D as of the rental payment date next preceding such Casualty Occurrence ("Calculation Date"), and (y) all rental and other amounts which are due hereunder as of the Payment Date Upon payment of all sums due hereunder, the term of this lease as to such unit shall terminate

continued leasehold interest upon ten (10) days' notice to Lessee In addition to these rents, Lessor shall have all of its other rights and remedies available as a result of this nonperformance

XII DEFAULT

(a) Lessor may in writing declare this Agreement in default ("Default") if (1) Lessee breaches its obligation to pay Rent or any other sum when due and fails to cure the breach within ten (10) days, (2) Lessee breaches any of its insurance obligations under Section X hereof, (3) Lessee breaches any of its other obligations hereunder and fails to cure that breach within thirty (30) days after written notice thereof, (4) any representation or warranty made by Lessee in connection with this Agreement shall be false or misleading in any material respect, (5) Lessee becomes insolvent or ceases to do business as a going concern, (6) any Equipment is illegally used, (7) a petition is filed by or against Lessee under any bankruptcy or insolvency laws and, if such petition is filed against Lessee, such petition is not dismissed within ninety (90) days, (8) Lessee shall have terminated its corporate existence, consolidated with, merged into, or conveyed or leased substantially all of its assets as an entirety to any person (such actions being referred to as an "Event"), unless not less than sixty (60) days prior to such Event (x) such person is organized and existing under the laws of the United States or any state, and executes and delivers to Lessor an agreement containing an effective assumption by such person of the due and punctual performance of this Lease, and (y) Lessor is reasonably satisfied as to the creditworthiness of such person, (9) Lessee shall be in default under any material obligation for borrowed money, for the deferred purchase price of property or any lease agreement and such obligation shall have been accelerated as a result of the occurrence of such default, or (10) any representation or warranty made by Lessee or an Affiliate of Lessee in a Bill of Sale executed and delivered by Lessee or such Affiliate of Lessee to Lessor in connection with this Agreement shall be false or misleading in any material respect Any provision of this Agreement to the contrary notwithstanding, Lessor may exercise all rights and remedies hereunder independently with respect to each Schedule

(b) After Default, at the request of Lessor, Lessee shall comply with the provisions of Section XI(a) hereof Lessee hereby authorizes Lessor to enter, with or without legal process, any premises where any Equipment is located and take possession thereof Lessee shall, without further demand, forthwith pay to Lessor (i) as liquidated damages for loss of a bargain and not as a penalty, the Stipulated Loss Value of the Equipment (calculated in accordance with Annex D as of the Rent Payment Date next preceding the declaration of default), and (ii) all Rent and other sums then due hereunder Lessor may, but shall not be required to, sell the Equipment at private or public sale, in bulk or in parcels, with or without notice, and without having the Equipment present at the place of sale, or Lessor may, but shall not be required to, lease, otherwise dispose of or keep idle all or part of the Equipment, and Lessor may use Lessee's premises for any or all of the foregoing without liability for rent, costs, damages or otherwise. The proceeds of sale, lease or other disposition, if any, shall be applied in the following order of priorities (1) to pay all of Lessor's costs, charges and expenses incurred in taking, removing, holding, repairing and selling, leasing or otherwise disposing of Equipment then, (2) to the extent not previously paid by Lessee, to pay Lessor all sums due from Lessee hereunder, then, (3) to reimburse to Lessee any sums previously paid by Lessee as liquidated damages, and (4) any surplus shall be retained by Lessor Lessee shall pay any deficiency in clauses (1) and (2) forthwith

(c) In addition to the foregoing rights, Lessor may cancel the lease as to any or all of the Equipment

(d) The foregoing remedies are cumulative, and any or all thereof may be exercised in lieu of or in addition to each other or any remedies at law, in equity, or under statute Lessee waives notice of sale or other disposition (and the time and place thereof), and the manner and place of any

advertising If permitted by law, Lessee shall pay reasonable attorney's fees actually incurred by Lessor in enforcing the provisions of this Lease and any ancillary documents Waiver of any Default shall not be a waiver of any other or subsequent default

(e) Any default under the terms of this or any other agreement between Lessor and Lessee may be declared by Lessor a default under this and any such other agreement

XIII. ASSIGNMENT

(a) LESSEE SHALL NOT ASSIGN, MORTGAGE, SUBLET OR HYPOTHECATE ANY EQUIPMENT OR THE INTEREST OF LESSEE HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR

(b) Lessor may, without the consent of Lessee, assign this Agreement or any Schedule, or the right to enter into any Schedule or resell (through syndication, assignment, participation or best efforts placement) an interest in any or all of the Equipment, this Agreement or any Schedule Lessee agrees that it will pay all Rent and other amounts payable under each Schedule to the Lessor named therein, provided, however, if Lessee receives written notice of an assignment from Lessor, Lessee will pay all Rent and other amounts payable under any assigned Schedule to such assignee or as instructed by Lessor Each Schedule, incorporating by reference the terms and conditions of this Agreement, constitutes a separate instrument of lease, and the Lessor named therein or its assignee shall have all rights as "Lessor" thereunder separately exercisable by such named Lessor or assignee as the case may be, exclusively and independently of Lessor or any assignee with respect to other Schedules executed pursuant hereto Lessee further agrees to confirm in writing receipt of a notice of assignment, syndication, participation or placement, as reasonably may be requested by Lessor or any such assignee or participant (collectively, the "Assignee") Lessee hereby waives and agrees not to assert against any such Assignee any defense, set-off, recoupment claim or counterclaim which Lessee has or may at any time have against Lessor or any other person for any reason whatsoever Lessee will provide reasonable assistance to Lessor in whatever manner necessary in order to permit Lessor to complete any resale, syndication, assignment, participation or best efforts placement, including (but not limited to) the participation of the relevant management of Lessee in any meetings with a potential Assignee Lessee will certify as true, correct and complete a description of Lessee, its operations and affairs, contained in such offering materials after review by Lessee

(c) Subject always to the foregoing, this Agreement inures to the benefit of, and is binding upon, the successors and assigns of the parties hereto

XIV NET LEASE, NO SET-OFF, ETC

This Agreement is a net lease Lessee's obligation to pay Rent and other amounts due hereunder shall be absolute and unconditional Lessee shall not be entitled to any abatement or reductions of, or set-offs against, said Rent or other amounts, including, without limitation, those arising or allegedly arising out of claims (present or future, alleged or actual, and including claims arising out of strict tort or negligence of Lessor) of Lessee against Lessor under this Agreement or otherwise This Agreement shall not terminate and the obligations of Lessee shall not be affected by reason of any defect in or damage to, or loss of possession, use or destruction of, any Equipment from whatsoever cause It is the intention of the parties that Rents and other amounts due hereunder shall continue to be payable in all events in the manner and at the times set forth herein unless the obligation to do so shall have been terminated pursuant to the express terms hereof

XV INDEMNIFICATION

(a) Lessee hereby agrees to indemnify, save and keep harmless Lessor, Assignee, its and their agents, employees, successors and assigns, from and against any and all losses, damages, penalties, injuries, claims, actions and suits, including reasonable legal expenses, of whatsoever kind and nature, in contract or tort, whether caused by the active or passive negligence of Lessor or otherwise, and including, but not limited to, Lessor's strict liability in tort, arising out of (i) the selection, manufacture, purchase, acceptance or rejection of Equipment, the ownership of Equipment during the Term, and the delivery, lease, possession, maintenance, uses, condition, return or operation of the Equipment (including, without limitation, latent and other defects, whether or not discoverable by Lessor or Lessee and any claim for patent, trademark or copyright infringement or environmental damage), or (ii) the condition of Equipment sold or disposed of after use by Lessee, any sublessee or employees of Lessee Lessee shall, upon written request, defend any actions based on, or arising out of, any of the foregoing

(b) This Agreement has been entered into on the assumption that this Agreement will be treated for Federal income tax purposes as a true lease and Lessor will be treated as the owner and lessor of the Equipment and Lessee will be treated as the lessee of the Equipment Lessee hereby represents, warrants and covenants that (i) on the Lease Commencement Date for any unit of Equipment, such unit will qualify for all of the items of deduction and credit specified in Section C of the applicable Schedule ("Tax Benefits") in the hands of Lessor (all references to Lessor in this Section include Lessor and the consolidated taxpayer group of which Lessor is a member), (ii) the Equipment does not and will not constitute "limited use property" as provided in Rev Proc 76-30 (or any successor provision), (iii) each item of Equipment has a recovery period within the meaning of Section 168(c) of the Code, as set forth in Section C of the applicable Schedule, (iv) throughout the Term hereof, no item of Equipment shall be used in a way that results in the creation of an item of income, gain, deduction, loss or credit to or for Lessor, the source of which is outside the United States, (v) Lessor will not be required to include in its gross income (1) any amount of Rent prior to the period for which such amount is payable in accordance with the terms of this Agreement as a result of the payment by Lessee prior to its due date, or (2) with respect to any such item of Equipment, all or any part of the cost of any repairs, maintenance, alterations, modifications, improvements or additions thereto, or any other expenditures by Lessee with respect thereto, (vi) Lessee has not taken and will not take any action in connection with filing its Federal, state or local income tax returns that is inconsistent with any of the assumptions set forth in this Paragraph (b) or in Section C of the applicable Schedule, (vii) at all times during the Term hereof, none of the Equipment will constitute "public utility property" within the meaning of Section 168(i)(10) of the Code, (viii) Lessee will not permit any item of Equipment to be used by a tax-exempt entity within the meaning of Section 168(h)(2) of the Code, (ix) on the Lease Commencement Date of each item of Equipment, no improvements, modifications or additions to any item of Equipment are required in order to render such item of Equipment complete for its intended use, and Lessee will not have furnished any cost of the Equipment or have any investment in the Equipment for which it has not been fully reimbursed, and (x) at no time during the Term of this Agreement will Lessee take or permit to take, nor will it permit any permitted sublessee, affiliate or assignee to take or omit to take, any action (whether or not such action or omission is otherwise permitted by Lessor or the terms of this Agreement), which will result in the disqualification of any Equipment for, or recapture of, all or any portion of such Tax Benefits

(c) If (1) by reason of any act or failure to act of Lessee (including any breach of any covenant of Lessee set forth herein, or the misrepresentation of or breach by Lessee of any of the warranties and representations set forth herein (A) tax counsel of Lessor shall determine that Lessor is not entitled to claim on its Federal income tax return all or any portion of the Tax Benefits with respect to any Equipment or (B) any such Tax Benefit claimed on the Federal income tax return of Lessor is disallowed or adjusted by the Internal Revenue Service, or (C) any such Tax Benefit is recomputed or recaptured or (2) Lessor shall become liable for additional tax as a result of Lessee

having added an attachment or made an alteration to the Equipment, including (without limitation) any such attachment or alteration which would increase the productivity or capability of the Equipment so as to violate the provisions of Rev Proc 75-21, 1975-1 C B 715, or Rev Proc 79-48, 1979 -2 C B 529 (as either or both may hereafter be modified or superseded), (any such determination, disallowance, adjustment, recomputation or recapture being hereinafter called a "Loss"), then Lessee shall pay to Lessor, as an indemnity and as additional rent, such amount as shall, in the reasonable opinion of Lessor, cause Lessor's after-tax economic yields and cash flows, computed on the same assumptions, including tax rates (unless any adjustment has been made under Section III hereof, in which case the Effective Rate used in the next preceding adjustment shall be substituted), and were utilized by Lessor in originally evaluating the transaction (such yields and flows being hereinafter called the "Net Economic Return") to equal the Net Economic Return that would have been realized by Lessor if such Loss had not occurred Such amount shall be payable upon demand accompanied by a statement describing in reasonable detail such Loss and the computation of such amount

(d) Lessee shall defend, indemnify and hold harmless Lessor, Assignee and its and their Affiliates, successors and assigns, directors, officers, employees and agents, from and against any Environmental Claim or Environmental Loss and, unless Lessee is then contesting in good faith such Environmental Claim or Environmental Loss, Lessee shall fully and promptly pay, perform and discharge any such Environmental Claim or Environmental Loss

As used herein,

(1) "Adverse Environmental Condition" shall refer to (i) the existence or the continuation of the existence, of an Environmental Emission (including, without limitation, a sudden or non-sudden accidental or non-accidental Environmental Emission), of, or exposure to, any Contaminant, odor or audible noise in violation of any Applicable Environmental Law, at, in, by, from or related to any Equipment, (ii) the environmental aspect of the transportation, storage, treatment or disposal of materials in connection with the operation of any Equipment in violation of any Applicable Environmental Law, or (iii) the violation, or alleged violation, of any Environmental Law connected with any Equipment.

(2) "Affiliate" shall refer, with respect to any given Person, to any Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

(3) "Contaminant" shall refer to those substances which are regulated by or form the basis of liability under any Environmental Law, including, without limitation, asbestos, polychlorinated biphenyls ("PCBs"), and radioactive substances

(4) "Environmental Claim" shall refer to any accusation, allegation, notice of violation, claim, demand, abatement or other order or direction (conditional or otherwise) by any governmental authority or any Person for personal injury (including sickness, disease or death), tangible or intangible property damage, damage to the environment or other adverse effects on the environment, or for fines, penalties or restrictions, resulting from or based upon any Adverse Environmental Condition

(5) "Environmental Emission" shall refer to any actual or threatened release, spill, omission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment, or into or out of any of the Equipment, including, without limitation, the movement of any Contaminant or other substance through or in the air, soil, surface water, groundwater, or property,

except as permitted under applicable Environmental Laws and/or governmental authorization

(6) "Environmental Law" shall mean any Federal, foreign, state or local law, rule or regulation pertaining to the protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") (42 U S C Section 9601 et seq), the Hazardous Material Transportation Act (49 U S C Section 1801 et seq), the Federal Water Pollution Control Act (33 U S C Section 1251 et seq), the Resource Conservation and Recovery Act (42 U S C Section 6901 et seq), the Clean Air Act (42 U S C Section 7401 et seq), the Toxic Substances Control Act (15 U S C Section 2601 et seq), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U S C Section 1361 et seq), and the Occupational Safety and Health Act (19 U S C Section 651 et seq), as these laws have been amended or supplemented, and any analogous foreign, Federal, state or local statutes, and the regulations promulgated pursuant thereto

(7) "Environmental Loss" shall mean any loss, cost, damage, liability, deficiency, fine, penalty or expense (including, without limitation, reasonable attorneys' fees, engineering and other professional or expert fees), investigation, removal, cleanup and remedial costs (voluntarily or involuntarily incurred) and damages to, loss of the use of or decrease in value of the Equipment arising out of or related to any Adverse Environmental Condition

(8) "Person" shall include any individual, partnership, corporation, trust, unincorporated organization, government or department or agency thereof and any other entity

(e) All of Lessor's rights, privileges and indemnities contained in this Section shall survive the expiration or other termination of this Agreement and the rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by Lessor, Assignee and its and their successors and assigns

XVI DISCLAIMER·

LESSEE ACKNOWLEDGES THAT IT HAS SELECTED THE EQUIPMENT WITHOUT ANY ASSISTANCE FROM LESSOR, ITS AGENTS OR EMPLOYEES LESSOR DOES NOT MAKE, HAS NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE EQUIPMENT LEASED HEREUNDER OR ANY COMPONENT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR TITLE All such risks, as between Lessor and Lessee, are to be borne by Lessee Without limiting the foregoing, Lessor shall have no responsibility or liability to Lessee or any other person with respect to any of the following (i) any liability, loss or damage caused or alleged to be caused directly or indirectly by any Equipment, any inadequacy thereof, any deficiency or defect (latent or otherwise) therein, or any other circumstance in connection therewith (ii) the use, operation or performance of any Equipment or any risks relating thereto, (iii) any interruption of service, loss of business or anticipated profits or consequential damages, or (iv) the delivery, operation, servicing, maintenance, repair, improvement or replacement of any Equipment If and so long as no default exists under this Lease, Lessee shall be, and hereby is, authorized during the term of this Lease to assert and enforce, at Lessee's sole cost and expense, from time to time, in the

name of and for the account of Lessor and/or Lessee, as their interests may appear, whatever claims and rights Lessor may have against any Supplier of the Equipment

XVII REPRESENTATIONS AND WARRANTIES OF LESSEE

Lessee hereby represents and warrants to Lessor that on the date hereof and on the date of execution of each Schedule

(a) Lessee has adequate power and capacity to enter into, and perform under, this Agreement and all related documents (together, the "Documents") and is duly qualified to do business wherever necessary to carry on its present business and operations, including the jurisdiction(s) where the Equipment is or is to be located

(b) The Documents have been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements, enforceable in accordance with their terms, except to the extent that the enforcement of remedies therein provided may be limited under applicable bankruptcy and insolvency laws

(c) No approval, consent or withholding of objections is required from any governmental authority or instrumentality with respect to the entry into or performance by Lessee of the Documents except such as have already been obtained

(d) The entry into and performance by Lessee of the Documents will not: (i) violate any judgment, order, law or regulation applicable to Lessee or any provision of Lessee's articles of incorporation, charter or by-laws, or (ii) result in any breach of, constitute a default under or result in the creation of any lien, charge, security interest or other encumbrance upon any Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument (other than this Agreement) to which Lessee is a party

(e) Except as disclosed in Lessee's Form 10K for the period ended March 31, 1997, and/or Form 10Q for the period ended September 28, 1997, filed by Lessee with the Securities Exchange Commission, there are no suits or proceedings pending or threatened in court or before any commission, board or other administrative agency against or affecting Lessee, which will have a material adverse effect on the ability of Lessee to fulfill its obligations under this Agreement

(f) The Equipment accepted under any Certificate of Acceptance is and will remain tangible personal property

(g) Each financial statement delivered to Lessor has been prepared in accordance with GAAP consistently applied, and since the date of the most recent such financial statement, there has been no material adverse change

(h) Lessee is and will be at all times validly existing and in good standing under the laws of the state of its incorporation (specified in the first sentence of this Agreement)

(i) The Equipment will at all times be used for commercial or business purposes

XVIII INTENT, TITLE

(a) It is the express intent of the parties that this Agreement constitute a true lease and not a sale of the Equipment Title to the Equipment shall at all times remain in Lessor, and Lessee shall

and (except in the case of the loss, theft or complete destruction of such unit) Lessor shall be entitled to recover possession of such unit

IX LOSS OR DAMAGE

Lessee hereby assumes and shall bear the entire risk of any loss, theft, damage to, or destruction of, any unit of Equipment from any cause whatsoever from the time the Equipment is shipped to Lessee

X INSURANCE

Lessee agrees, at its own expense, to keep all Equipment insured for such amounts as specified in Paragraph D of the Equipment Schedule and against such hazards as Lessor may require, including, but not limited to, insurance for damage to or loss of such Equipment and liability coverage for personal injuries, death or property damage, with Lessor named as additional insured and with a loss payable clause in favor of Lessor, as its interest may appear, irrespective of any breach of warranty or other act or omission of Lessee All such policies shall be with companies, and on terms, satisfactory to Lessor Lessee agrees to deliver to Lessor evidence of insurance satisfactory to Lessor No insurance shall be subject to any co-insurance clause Lessee shall cause all insurers to issue checks for payments covering casualty losses to the Equipment payable to the order of Lessor only, and no other payee If Lessee fails to do so, or if notwithstanding Lessee's instructions the insurer issues any check payable jointly to Lessee and Lessor, then Lessee shall upon Lessor's request promptly endorse any and every such check as directed by Lessor Lessee and Lessor agree that the foregoing provision may be specifically enforced by a court of competent jurisdiction. Any expense of Lessor in adjusting or collecting insurance proceeds shall be borne by Lessee Lessee consents to Lessor adjusting and collecting insurance proceeds and will not make adjustments with insurers except (i) with respect to claims for damage to any unit of Equipment where the repair costs do not exceed ten percent (10%) of such unit's fair market value, or (ii) with Lessor's written consent Said policies shall provide that the insurance may not be altered or cancelled by the insurer until after thirty (30) days' written notice to Lessor Lessor may, at its option, apply proceeds of insurance, in whole or in part, to (i) repair or replace Equipment or any portion thereof, or (ii) satisfy any obligation of Lessee to Lessor hereunder Notwithstanding the foregoing, Lessee may self-insure with respect to the risks described herein to the extent of $1,000,000 00

XI RETURN OF EQUIPMENT

(a) Upon any expiration or termination of this Agreement or any Schedule, unless Lessee timely has exercised any purchase option hereunder and fully has satisfied its obligations with respect thereto, Lessee shall promptly, at its own cost and expense (i) perform any testing and repairs required to place the affected units of Equipment in the same condition and appearance as when received by Lessee (reasonable wear and tear excepted) and in good working order for their originally intended purpose, (ii) if deinstallation, disassembly or crating is required, cause such units to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is reasonably satisfactory to Lessor, (iii) return such units, free and clear of all liens and encumbrances, to a location within the continental United States as Lessor shall direct, and (iv) satisfy the requirements of Annex E to the applicable Schedule

(b) Until Lessee fully has complied with the requirements of Paragraph (a) above, Lessee s Rent payment obligation and all other obligations under this Agreement shall continue from month to month notwithstanding any expiration or termination of the Term Lessor may terminate such

acquire no ownership, title, property, right, equity, or interest in the Equipment other than its leasehold interest solely as Lessee subject to all the terms and conditions hereof The parties agree that the lease is a "Finance Lease" as defined in Uniform Commercial Code Article 2A – Leases ("Article 2A") Lessee acknowledges· (1) that Lessee has selected the "Supplier" (as defined in Article 2A) (except with respect to any Equipment which has been sold by Lessee to Lessor) and directed Lessor to purchase the Equipment from the Supplier, (2) that Lessee has been informed in writing in this Lease, before signing this Lease, that Lessee is entitled under Article 2A to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the contract by which Lessor acquired the Equipment, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. To the extent permitted by applicable law, Lessee hereby waives any and all rights and remedies conferred upon a lessee in Article 2A and any rights now or hereafter conferred by statute or otherwise which may limit or modify any of Lessor's rights or remedies under Section XII hereof, provided, however, that such waiver shall not preclude Lessee from asserting any claim of Lessee against Lessor in a separate cause of action, and provided further that such waiver shall not affect Lessor's obligations of good faith, diligence, reasonableness and care

(b) Notwithstanding the express intent of the parties, should a court of competent jurisdiction determine that this Agreement is not a true lease, but rather one intended as security, then solely in that event and for the expressly limited purposes thereof, Lessee shall be deemed to have hereby granted Lessor a security interest in the lease, the Equipment, and all accessions thereto, substitutions and replacements therefor, and proceeds (including insurance proceeds) thereof (but without power of sale), to secure the prompt payment and performance as and when due of all obligations and indebtedness of Lessee (or any affiliate of Lessee) to Lessor, now existing or hereafter created For the purposes of this paragraph, this Agreement, the Equipment Schedule, or a photocopy of either thereof may be filed as a financing statement under the Uniform Commercial Code.

XIX. END OF TERM OPTIONS

Provided that Lessee is not then in Default under this Agreement, Lessee shall have the option upon the expiration of the Term of any Schedule to be executed pursuant to this Agreement, to renew the Term of this Agreement with respect to, or to purchase, all (but not less than all) of the Equipment leased under all Schedules executed hereunder upon the following terms and conditions.

(a) Upon expiration of the Basic Term, Lessee may elect to renew the Term with respect to all, but not less than all, of the Equipment leased under all Schedules executed hereunder for a renewal term of two (2) years (the "Renewal Term") subject to mutual agreement of the parties at a periodic rent equal to the greater of (1) the Fair Market Rental Value of the Equipment, or (2) seventy-three percent (73%) of the periodic rent in effect on the last day of the Basic Term Lessee shall be deemed to have waived this option unless it provides Lessor with written notice of its irrevocable election to exercise the same within fifteen (15) days after Fair Market Rental Value is determined (by agreement or appraisal)

(b) Lessee may elect to purchase on the Basic Term Expiration Date all (but not less than all) of the Equipment leased under all Schedules executed hereunder on an AS IS BASIS for cash equal to the greater of (1) the then Fair Market Value of the Equipment, or (2) twenty percent (20%) of the aggregate Capitalized Lessor's Cost of the Equipment, plus (in any event) all applicable sales taxes On the Basic Term Expiration Date, Lessor shall receive in cash the full purchase price (plus all applicable sales taxes), together with any Rent or other sums then due hereunder on such date Lessee shall be deemed to have waived this option unless it provides Lessor with written notice of its

irrevocable election to exercise the same within fifteen (15) days after Fair Market Value is determined (by agreement or appraisal)

(c) **"Fair Market Rental Value"** shall mean the rental which a willing lessee (who is neither a lessee in possession nor a used equipment dealer) would pay for the rental of the Equipment in an arms'-length transaction to a willing lessor under no compulsion to lease for a period similar to the Renewal Term If Lessor and Lessee are unable to agree on the Fair Market Rental Value at least one hundred thirty-five (135) days before expiration of the Basic Term, Lessor shall appoint an independent appraiser (reasonably acceptable to Lessee) to determine Fair Market Rental Value, and that determination shall be final, binding and conclusive Lessee shall bear all costs associated with any such appraisal

(d) **"Fair Market Value"** shall mean the price which a willing buyer (who is neither a lessee in possession nor a used equipment dealer) would pay for the Equipment in an arm's-length transaction to a willing seller under no compulsion to sell, provided, however, that in such determination (i) the Equipment shall be assumed to be in the condition in which it is required to be maintained and returned under this Agreement, (ii) in the case of any installed Equipment, that Equipment shall be valued on an installed basis, and (iii) costs of removal from the current location shall not be a deduction from such valuation If Lessor and Lessee are unable to agree on the Fair Market Value at least one hundred thirty-five (135) days before expiration of the Term, Lessor shall appoint an independent appraiser (reasonably acceptable to Lessee) to determine Fair Market Value, and that determination shall be final, binding and conclusive Lessee shall bear all costs associated with any such appraisal

(e) If Lessee timely elects to renew the Term pursuant to Paragraph (a) above, then upon expiration of the Renewal Term, provided that Lessee is not then in Default under this Agreement, Lessee shall have the option to purchase all (but not less than all) of the Equipment leased under all Schedules executed hereunder on an AS IS BASIS upon one hundred eighty (180) days' irrevocable written notice to Lessor prior to the expiration of the Renewal Term If Lessee timely elects such purchase option, then on the date of expiration of the Renewal Term, Lessor shall receive in cash the full purchase price of the Equipment, ~~equal to the then Fair Market Value~~ of the Equipment, plus all applicable sales taxes, together with any Rent or other sums then due hereunder

(f) If Lessee is then in Default under this Agreement, or if Lessee fails timely to elect to renew the Term pursuant to Paragraph (a) above, or to purchase the Equipment pursuant to Paragraphs (b) or (e) above, then on the date of expiration of the Term, Lessee shall return the Equipment in full compliance with Section XI of this Agreement and Annex E of the Schedule on or prior to the date of expiration of the Term and shall pay to Lessor, in cash, on the date of expiration of the Term a return fee calculated as five percent (5%) of the aggregate Capitalized Lessor's Cost of the Equipment

(g) Lessee may exercise its options pursuant to Paragraphs (a) or (b) above upon at least one hundred eighty (180) days' written notice to Lessor prior to the Basic Term Expiration Date If Lessee fails timely to elect either option pursuant to Paragraphs (a) or (b) above, Lessee shall comply with its obligations pursuant to Paragraph (f) above If Lessee timely elects to renew the Term pursuant to Paragraph (a) above, but fails timely to elect to purchase the Equipment pursuant to Paragraph (e) above, Lessee shall comply with its obligations pursuant to Paragraph (f) above The option elected by Lessee with respect to the first Schedule to be executed pursuant to this Agreement shall be applicable with respect to all Schedules executed pursuant to this Agreement

XX MISCELLANEOUS

(a) LESSEE HEREBY UNCONDITIONALLY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS

LEASE, ANY OF THE RELATED DOCUMENTS, ANY DEALINGS BETWEEN LESSEE AND LESSOR RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN LESSEE AND LESSOR The scope of this waiver is intended to be all encompassing of any and all disputes that may be filed in any court (including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims) THIS WAIVER IS IRREVOCABLE MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS LEASE, ANY RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS TRANSACTION OR ANY RELATED TRANSACTION In the event of litigation, this Agreement may be filed as a written consent to a trial by the court

(b) Any cancellation or termination by Lessor, pursuant to the provision of this Agreement, any Schedule, supplement or amendment hereto, or the lease of any Equipment hereunder, shall not release Lessee from any then outstanding obligations to Lessor hereunder

(c) All Equipment shall at all times remain personal property of Lessor regardless of the degree of its annexation to any real property and shall not by reason of any installation in, or affixation to, real or personal property become a part thereof Lessee shall obtain and deliver to Lessor (to be recorded at Lessee's expense) from any person having an interest in the property where the Equipment is to be located, waivers of any lien, encumbrance or interest which such person might have or hereafter obtain or claim with respect to the Equipment

(d) Time is of the essence of this Agreement Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith.

(e) Lessee agrees, upon Lessor's request, to execute any instrument necessary or expedient for filing, recording or perfecting the interest of Lessor

(f) All notices required to be given hereunder shall be in writing, personally delivered, delivered by overnight courier service, sent by facsimile transmission (with confirmation of receipt), or sent by certified mail, return receipt requested, addressed to the other party at its respective address stated above or at such other address as such party shall from time to time designate in writing to the other party; and shall be effective from the date of receipt

(g) This Agreement and any Schedule and Annexes thereto constitute the entire agreement of the parties with respect to the subject matter hereof NO VARIATION OR MODIFICATION OF THIS AGREEMENT OR ANY WAIVER OF ANY OF ITS PROVISIONS OR CONDITIONS, SHALL BE VALID UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PARTIES HERETO Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction

(h) The representations, warranties and covenants of Lessee herein shall be deemed to survive the closing hereunder Lessor's obligations to acquire and lease specific items of Equipment shall be conditioned upon Lessee providing to Lessor such information with respect to Lessee's financial condition as Lessor may require, and Lessor being satisfied that there shall have been no material adverse change in the business or financial condition of Lessee from the date of execution hereof The obligations of Lessee under Sections III, IV, XI, and XV which accrue during the term of this Agreement and obligations which by their express terms survive the termination of this Agreement, shall survive the termination of this Agreement

(i) In case of a Default by Lessee hereunder, Lessor shall have the right, but shall not be obligated, to effect such compliance, in whole or in part, and all moneys spent and expenses and obligations incurred or assumed by Lessor in effecting such compliance (together with interest thereon at the rate specified in Paragraph (j) of this Section) shall constitute additional Rent due to Lessor within five (5) days after the date Lessor sends notice to Lessee requesting payment Lessor's effecting such compliance shall not be a waiver of Lessee's default

(j) Any Rent or other amount not paid to Lessor when due hereunder shall bear interest from its due date until paid, both before and after any judgment or termination hereof, at the lesser of (1) that percent per annum calculated as the sum of the Prime Rate plus two percent (2%), or (2) the maximum rate allowed by law (the "Late Rate"), payable on demand As used herein, "Prime Rate" shall mean the prime rate of interest as published in The Wall Street Journal as of the date of determination (provided, however, that in no event shall the Prime Rate be less than eight and one-half percent (8.5%))

(k) Any provisions in this Agreement and any Schedule which are in conflict with any statute, law or applicable rule shall be deemed omitted, modified or altered to conform thereto

(l) So long as no Default shall have occurred and be continuing hereunder, and conditioned upon Lessee performing all of the covenants and conditions hereof, as to claims of Lessor or persons claiming under Lessor, Lessee shall peaceably and quietly hold, possess and use the Equipment during the Term of this Agreement subject to the terms and conditions hereof

(m) Whether or not any Equipment is leased hereunder, Lessee shall pay the amounts required to be paid pursuant to that certain fee letter executed between the parties and dated as of the date hereof, and, in addition, Lessee shall pay upon demand as additional Rent hereunder all reasonable and necessary documented transaction expenses including, but not limited to, travel expenses, fees and expenses of outside counsel, consultants, field examiners and other experts and environmental analysts, environmental audits, due diligence, appraisals, lien searches, Uniform Commercial Code, Lease Option Agreement, Collateral Assignment of Leasehold Interest, Premises Lease and/or Estoppel/Waiver Agreement filing fees, and field audits , provided, however, that so long as Lessor receives the Environmental Review from Lessee, Lessor shall not retain environmental analysts or cause environmental audits to be performed prior to the occurrence of a Default hereunder

XXI CHOICE OF LAW, JURISDICTION.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, REGARDLESS OF THE LOCATION OF THE EQUIPMENT The parties agree that any action or proceeding arising out of or relating to this Agreement may be commenced in the United States District Court for the Southern District of New York

XXII CHATTEL PAPER

To the extent that any Schedule would constitute chattel paper, as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction, no security interest therein may be created through the transfer or possession of this Agreement in and of itself without the transfer or possession of the original of a Schedule executed pursuant to this Agreement and incorporating this Agreement by reference, and no security interest in this Agreement and a Schedule may be created

by the transfer or possession of any counterpart of the Schedule other than the original thereof, which shall be identified as the document marked "Original" and all other counterparts shall be marked "Duplicate"

XXIII. SPECIAL PURCHASE OPTIONS

(a)(1) So long as no Default exists hereunder and the Term has not been earlier terminated, Lessee may upon at least thirty (30) days' but not more than two hundred seventy (270) days' prior written irrevocable notice to Lessor, purchase all (but not less than all) of the Equipment described in all Schedules executed hereunder on an AS IS, WHERE IS BASIS without recourse to or warranty from Lessor, express or implied ("AS IS BASIS"), on that date which is thirty (30) days after the twenty-fourth (24th) Rent Payment Date with respect to the first Schedule executed hereunder (the "FMV Special Purchase Option Date"), for cash equal to the FMV Special Purchase Option Price of such Equipment (as specified in the applicable Schedule) Lessor and Lessee agree that the FMV Special Purchase Option Price is a reasonable prediction of the Fair Market Value of the Equipment at the time the option is exercisable Lessor and Lessee agree that if Lessee makes any non-severable improvement to the Equipment which increases the value of the Equipment, then at the time of such option being exercised, Lessor and Lessee shall adjust the FMV Special Purchase Option Price to reflect any addition to the price anticipated to result from such improvement

(2) If Lessee exercises the option specified in Paragraph (a) hereof, then on the FMV Special Purchase Option Date, Lessee shall pay to Lessor any accrued but unpaid Rent then due and any other sums due and unpaid on the FMV Special Purchase Option Date, together with the FMV Special Purchase Option Price, plus all applicable sales taxes, in cash Upon compliance by Lessee with the provisions hereof, Lessor will transfer to Lessee, on an AS IS BASIS, all of Lessor's right, title and interest in and to the Equipment Lessor shall not be required to make and may specifically disclaim any representation or warranty as to the condition of the Equipment and any other matters (except that Lessor shall warrant that it conveyed whatever interest it received in such Equipment free and clear of any lien or encumbrance created by or through Lessor)

(b) (1) So long as no Default exists hereunder and the Term has not been earlier terminated, Lessee may upon at least thirty (30) days' prior written irrevocable notice to Lessor, purchase a unit of Equipment due to the obsolescence of such unit (each, an "Obsolete Equipment") on an AS IS BASIS on any Rent Payment Date (each, an "Obsolescence Special Purchase Option Date"), for cash equal to the greater of the Fair Market Value of the Equipment at the time the option is exercisable or the Termination Value of the Equipment as of the Obsolescence Special Purchase Option Date (the "Obsolescence Special Purchase Option Price") The Termination Value of the Obsolete Equipment shall be calculated in accordance with Annex D as of the Obsolescence Special Purchase Option Date

(2) If Lessee exercises the option specified in Paragraph (1) hereof, then on the Obsolescence Special Purchase Option Date, Lessee shall pay to Lessor any accrued but unpaid rent then due and any other sums due with respect to the Obsolete Equipment and unpaid on the Obsolescence Special Purchase Option Date, together with the Obsolescence Special Purchase Option Price, plus all applicable sales taxes, in cash In addition, Lessee shall pay to Lessor a fee of [$2,500 00] in connection with each exercise by Lessee of the special purchase option set forth in this Section XXIII(b) (which fee shall be applicable regardless of the number of units of Equipment purchased at any one time) Upon compliance by Lessee with the provisions hereof, Lessor will transfer to Lessee, on an AS IS BASIS, all of Lessor's right, title and interest in and to the Obsolete Equipment Lessor shall not be required to make and may specifically disclaim any representation or warranty as to the condition of the Obsolete Equipment and any other matters (except that Lessor shall warrant that it conveyed whatever interest it received in such Equipment free and clear of any lien or encumbrance created by or through Lessor)

(3) Lessee's exercise of the option specified in this Section XXIII(b) is subject to the limitations specified in Section VI(d) hereof

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IN WITNESS WHEREOF, Lessee and Lessor have caused this Master Lease Agreement to be executed by their duly authorized representatives as of the date first above written

LESSOR

GENERAL ELECTRIC CAPITAL CORPORATION

By _____
Name: PATRICK WICKS
Title Sr Credit Analyst

LESSEE

EXIDE CORPORATION

By _____
Name _____
Title VP + TREASURER

[redacted] "B"

MASTER ASSIGNMENT AGREEMENT

THIS MASTER ASSIGNMENT AGREEMENT ("Agreement") is made as of the 27th day of August, 1997, by and between GENERAL ELECTRIC CAPITAL CORPORATION ("Assignor") and NATIONAL CITY LEASING CORPORATION ("Assignee")

From time to time Assignor shall enter into lease agreements of various dates (collectively the "Leases", and individually a "Lease") with various lessees (collectively the "Lessees", and individually a "Lessee"), pursuant to which Assignor shall have the right and obligation to acquire items of equipment from various vendors or the Lessees (collectively the "Vendors", and individually a "Vendor") and lease such equipment to the Lessees pursuant to the Leases. The Leases shall contemplate the execution of equipment schedules specifying the lease term and rental with respect to the described equipment

Assignor desires to sell and assign to Assignee from time to time, and Assignee desires to purchase from Assignor from time to time, certain of Assignor's rights, obligations, title and interest in and to items of equipment acquired by Assignor from Vendors and leased by Assignor to a Lessee pursuant to and on the terms of a Lease.

Assignor is willing to sell and assign and Assignee is willing to purchase said interests on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) in hand paid, the mutual promises made herein, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Conveyance; Purchase Price.

(a) Conveyance In exchange for Assignee's full and final payment to Assignor of the Consideration (as defined in part (b) of this Section), and all of Assignee's other agreements hereunder, Assignor hereby agrees to sell, assign, transfer and set over to Assignee all of Assignor's rights, obligations, title and interest (the "Interest"), and Assignee agrees fully to accept and assume same, in, under and to (1) those certain equipment schedules executed pursuant to Leases (such equipment schedules, incorporating by reference the terms and conditions of the Leases, solely as they relate to said equipment schedules, being individually referred to as the "Equipment Schedule" and collectively as the "Equipment Schedules") more specifically described on Specifications of Assigned Equipment Schedules (in substantially the form attached hereto as Exhibit No 1) which shall be executed from time to time by Assignor and Assignee

pursuant to the terms hereof (the "Specification"), including the right to receive any and all sums due and to become due under, or recoverable in connection with, such Equipment Schedules, including, but not limited to, all rental payments and other payments due and to become due under the Equipment Schedules on or after the date of execution of the Specification with respect thereto, all monies due or to become due in connection with the exercise by Lessee of any option to purchase the Equipment (as such term is hereinafter defined), all monies, including insurance proceeds, payable upon the theft, loss, damage, destruction or condemnation of the Equipment, and all monies payable or recoverable following a default by Lessee; and (2) in the equipment described in and leased under each such Equipment Schedule (the "Equipment"), including, but not limited to, the residual value of the Equipment at the termination of the Equipment Schedule, and (3) those certain guaranties (if any) solely as they relate to said Equipment Schedules (such guaranties being individually referred to as the "Guaranty" and collectively as the "Guaranties") and the additional documents more specifically described on the Specifications (and together with the Equipment Schedules being collectively referred to as the "Lease Documents"), and (4) those certain agreements with the Vendors (if any) solely as they relate to the Equipment (such agreements being collectively referred to as the "Vendor Agreements", and together with the Lease Documents being collectively referred to as the "Transaction Documents") more specifically described on the Specifications, including (without limitation) all manufacturers' and/or vendors' warranties with respect to the Equipment; and (5) all of Assignor's rights and remedies under the Transaction Documents, including, but not limited to, the right to initiate and conclude any and all proceedings, legal, equitable or otherwise, that Assignor might otherwise take, save for this Agreement.

(b) Consideration. In exchange for each conveyance by Assignor pursuant hereto and as evidenced by a Specification, Assignee shall pay to Assignor, in cash, the full amount of the Consideration specified on each such Specification executed by Assignor and Assignee (the "Consideration").

2. Assignor's Warranties and Representations. Disclaimer

(a) Warranties and Representations

(1) With respect to each Specification entered into in connection herewith, Assignor hereby warrants and represents that, effective on the date on which Assignor executes such Specification:

(i) each of the Transaction Documents to which Assignor is a party which is the subject thereof. has been duly and validly authorized, executed and delivered by Assignor, is in full force and effect with respect to Assignor, and constitutes legal, valid and binding obligations of Assignor, enforceable

against Assignor in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and by applicable laws (including any applicable common law and equity) and judicial decisions which may affect the remedies provided therein,

(ii) to Assignor's knowledge, no Default (as such term is defined in the subject Lease) or event which, with the giving of notice or lapse of time or both, would become a Default, has occurred under the Lease Documents described on the Specification,

(iii) the information set forth on the Specification is true and correct, and the Transaction Documents described on the Specification and its attached schedule are all of the documents executed or delivered to or by Assignor in connection with the Lease, and such documents constitute the entire agreement of the parties with respect to the transaction evidenced thereby,

(iv) Assignor has not heretofore assigned or pledged the Interest assigned under the Specification,

(v) to Assignor's knowledge, each of the Lease Documents to which the Obligor (as such term is hereinafter defined) is a party, and each of the Vendor Agreements, has been duly and validly authorized, executed and delivered by the Obligor and/or the Vendor, as applicable; is in full force and effect with respect to the Obligor and/or the Vendor, as applicable; and constitutes the legal, valid and binding obligations of the Obligor and/or the Vendor, as applicable, enforceable against such party in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws affecting the enforcement of creditors' rights and remedies generally, and by applicable laws (including any applicable law and equity) and judicial decisions which may affect the remedies provided therein;

(vi) Assignor is the lawful owner and holder of the Equipment Schedule described on such Specification and received such title to the Equipment described in such Equipment Schedule as was conveyed to it by the transferor of title and continues to hold such title free and clear from all liens and encumbrances arising through or created by Assignor, except for the interest of Lessee pursuant to the Equipment Schedule,

(vii) the aggregate of unpaid rentals for the Equipment Schedule described in such Specification as shown in the Specification is correct, and rentals are due in scheduled payments following the date on which Assignor executes the Specification in accordance with the terms of such Equipment Schedule;

(viii) to Assignor's knowledge, the Equipment Schedule described in such Specification is not subject to any defense, claim, counterclaim, set-off or any right to cancellation or termination,

(ix) to Assignor's knowledge, the Equipment Schedule described in such Specification constitutes a valid reservation of title to, or a perfected security interest in, the Equipment described in such Equipment Schedule, effective against all persons as to whom a security interest in such Equipment may be perfected by the filing of a Uniform Commercial Code financing statement, and any filing, recordation or any other action or procedure permitted or required by law to perfect such security interest has been accomplished, and

(x) Assignor has no knowledge of any facts impairing the value or validity of the Equipment Schedule described in such Specification or any other of the Transaction Documents, any rights created thereby, the Equipment described in such Equipment Schedule or this Agreement

(2) Assignor hereby warrants and represents that.

(i) the execution by Assignor of this Agreement and of the Transaction Documents to which it is a party and its participation in the transaction specified herein is in its ordinary course of business and within the scope of its existing corporate authority;

(ii) there is no action, suit or proceeding pending against Assignor before or by any court, administrative agency or other governmental authority which brings into question the validity of, or might in any way impair, the execution, delivery or performance by Assignor of this Agreement or any of the Transaction Documents to which Assignor is a party;

(iii) no approval of, or consent from, any governmental authority is required for the execution, delivery or performance by Assignor of this Agreement or any of the Transaction Documents to which Assignor is a party,

(iv) the execution, delivery and performance by Assignor of this Agreement and the Transaction Documents to which Assignor is a party and the transactions contemplated hereby and thereby do not contravene any provisions of law applicable to Assignor and do not conflict and are not inconsistent with, and will not result (with or without the giving of notice or passage of time or both) in the breach of or constitute a default or require any consent under, or result in the creation of any lien, charge or encumbrance upon the Equipment or the Equipment Schedule under any credit agreement, indenture, mortgage, purchase agreement, deed of trust, security agreement, lease, guarantee or other instrument to which Assignor is a party, by which Assignor may be bound, to which

Assignor or its property may be subject, or Assignor's Charter or By-Laws; and

(v) this Agreement constitutes the legal, valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and by applicable laws (including any applicable common law and equity) and judicial decisions which may affect the remedies provided herein.

(b) Disclaimer. Except as set forth in this Section 2, Assignor has not heretofore made, nor does it make by this Agreement or any Specification entered into in connection herewith, any representations or warranties, and with respect to the Equipment conveyed pursuant hereto, ASSIGNOR CONVEYS THE EQUIPMENT WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF TITLE (OTHER THAN TO THE EXTENT SET FORTH IN SECTION 2(a)(1)(vi) HEREOF), MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR FREEDOM FROM CLAIMS OF COPYRIGHT OR PATENT INFRINGEMENT. Assignor makes no representation or warranty in connection with, and assumes no responsibility with respect to, the solvency, financial condition or statements of the Obligor, or with respect to the performance or observance by the Obligor of its obligations under the Equipment Schedule described on a Specification or the Transaction Documents related thereto, after the date of execution of the Specification.

3. Assignee's Warranties and Representations. Assignee hereby warrants and represents that.

(a) the execution of this Agreement on its behalf and its participation in the transaction specified herein is in its ordinary course of business and within the scope of its existing corporate authority;

(b) there is no action, suit or proceeding pending against Assignee before or by any court, administrative agency or other governmental authority which brings into question the validity of, or might in any way impair, the execution, delivery or performance by Assignee of this Agreement or the performance by Assignee under any of the Lease Documents,

(c) no approval of, or consent from, any governmental authority is required for the execution, delivery or performance by Assignee of this Agreement or the performance by Assignee under any of the Transaction Documents,

(d) the execution, delivery and performance by Assignee of this Agreement and the performance by Assignee under the Transaction Documents and the transactions contemplated hereby and thereby do not contravene any provisions of law applicable to

Assignee and do not conflict and are not inconsistent with, and will not result (with or without the giving of notice or passage of time or both) in the breach of or constitute a default or require any consent under any credit agreement, indenture, mortgage, purchase agreement, deed of trust, security agreement, lease, guarantee or other instrument to which Assignee is a party, by which Assignee may be bound, to which Assignee or its property may be subject, or Assignee's Charter or By-Laws,

(e) this Agreement constitutes the legal, valid and binding obligation of Assignee, enforceable against Assignee in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and by applicable laws (including any applicable common law and equity) and judicial decisions which may affect the remedies provided herein;

(f) it has independently and without reliance upon Assignor conducted its own credit evaluation, reviewed such information as it has deemed adequate and appropriate and made its own analysis of the Equipment Schedule,

(g) it has not relied upon any investigation or analysis conducted by, advice or communication from, nor any warranty or representation by, Assignor or any agent or employee of Assignor, express or implied, concerning the financial condition of the Obligor (as hereinafter defined), or the tax or economic benefits of an investment in the Equipment Schedule,

(h) it has had (or acknowledges by its execution of any Specification, that Assignee will prior thereto have had) access to all financial and other information that it deems necessary to evaluate the merits and risks of an investment in the Equipment Schedule including the opportunity to ask questions, receive answers and obtain additional information from Assignor and the Obligor necessary to verify the accuracy of information provided;

(i) it acknowledges that Assignor takes no responsibility for any financial information regarding the Obligor furnished to Assignee by Assignor, and it or its authorized representatives acting on its behalf have such knowledge and experience in business and financial matters necessary to evaluate the merits and risks of an investment in the Equipment Schedule, and

(j) it is experienced in making investments in lease transactions similar to the Equipment Schedule and that it is financially able to undertake the risks involved in such an investment.

4. Mutual Warranties and Representations Each of Assignor and Assignee represents and warrants that

(a) it understands that the conveyance of the Interest, to the extent it may involve the sale of a security, is being offered and sold without registration under the Securities Act of 1933, as amended (the "Act") and applicable state securities laws in reliance upon an exemption from the registration requirements of the Act and applicable state securities laws, and

(b) it understands that the conveyance of the Interest, to the extent it may involve the sale of a security, is subject to restrictions on transferability and resale except as permitted under the Act and applicable state securities laws and Assignee is acquiring the Interest solely for its own account, for investment, and not with a view to resale.

5 Delivery of Documents This Agreement shall not become effective with respect to any Specification or Equipment Schedule until, with respect to each Specification and/or Equipment Schedule, Assignor shall have delivered to Assignee:

(a) the executed original of the Equipment Schedule conveyed thereby;

(b) certified true and correct photocopies of the related Lease and other Transaction Documents in Assignor's possession which directly relate to the subject Equipment Schedule and the Equipment,

(c) a Notice, Acknowledgment and Agreement in substantially the form attached hereto as Exhibit No. 2A or 2B, as applicable, duly executed by Assignor and the Lessee and/or guarantor thereunder (said Lessee and/or guarantor, as applicable, together with its successors and assigns, as appropriate, being collectively referred to as the "Obligor"),

(d) a bill of sale for the subject Equipment in substantially the form attached hereto as Exhibit No. 3;

(e) such documents and instruments (if any) as reasonably may be required by Assignee to effect the assignment by Assignor to Assignee of any warranties under the Vendor Agreements solely to the extent applicable to the Equipment, and

(f) such documents and instruments as reasonably may be required to effect the assignment to Assignee of any and all Uniform Commercial Code filings made by Assignor with respect to the applicable Equipment Schedule and the Equipment

6. Covenants. (a) Each of the parties covenants and agrees promptly to remit to the other party payments incorrectly received by such party with respect to the Equipment Schedules or the Equipment after the execution of a Specification with respect thereto.

(b) Assignor and Assignee shall not, without the prior written consent of the other, take any action which impairs the rights of the other party (or its assignee or successor) with respect to those Equipment Schedules in and to which such covenanting party has no right, title or interest, provided, that the foregoing covenant shall not require either party to obtain the consent of the other prior to exercising any of its rights and remedies under any Lease if such exercise relates solely to the Equipment Schedule(s) then owned by such party.

(c) Assignee may at all reasonable times, after giving Assignor reasonable prior written notice thereof, inspect and audit such of Assignor's books and records as are directly relevant to the Equipment Schedules

7 Miscellaneous.

(a) Assignment The rights and obligations of the parties hereunder may be assigned upon ten (10) days' prior written notice to the other party. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the successors and assigns of the parties hereto

(b) Notices. All notices and other communications hereunder shall be in writing, personally delivered or sent by facsimile or certified mail, return receipt requested, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of receipt.

(c) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the internal laws of the State of Maryland (without regard to the conflict of laws principles of such State), including all matters of construction, validity and performance

(d) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by both parties

(e) Titles. Section titles are for convenience of reference only and shall not be of any legal effect.

(f) Further Assurances. The parties further covenant and agree to do, execute and deliver, or cause to be done, executed and delivered, and covenant and agree to use their best efforts to cause their successors and assigns to do, execute and deliver, or cause to be done, executed and delivered, all such further acts, transfers and assurances, for the better assuring, conveying and confirming unto Assignee and its successors and assigns, all and

singular, the Transaction Documents hereby assigned, and otherwise implementing the intention of the parties under this Agreement, as the parties and their successors and assigns reasonably shall request.

(g) Not an Extension of Credit This Agreement constitutes a sale of 100% ownership interest in the Interest and shall in no way be construed as an extension of credit by Assignee to Assignor. Assignor waives and releases any right, title or interest that it may have (whether pursuant to a "cross-collateralization" provision or otherwise) in and to any of the Interest, the Equipment Schedules and/or the Equipment.

(h) Waiver of Jury Trial ASSIGNOR AND ASSIGNEE HEREBY UNCONDITIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, ANY OF THE TRANSACTION DOCUMENTS, ANY DEALINGS BETWEEN ASSIGNOR AND ASSIGNEE RELATING TO THE SUBJECT MATTER HEREOF OR THEREOF, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN ASSIGNOR AND ASSIGNEE. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS) THIS WAIVER IS IRREVOCABLE MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR THE TRANSACTION DOCUMENTS. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT

(i) This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and either of the parties hereto may execute this Agreement by signing any such counterpart.

8. Fiscal Agency.

(a) Extent of Agency. It is the intent and purpose of the parties that Assignor, on behalf of Assignee, shall bill for, collect and receive all rentals, taxes and other sums payable to Assignee under each Equipment Schedule Assignee shall have the exclusive right to exercise all other rights, powers and privileges of the lessor under each such Equipment Schedule and generally shall be responsible for the administration of each such Equipment Schedule. In the event of a Default under any such Equipment Schedule or an event which with the giving of notice or passage of time or both would constitute a Default thereunder (any such event, an "Event of Default"), Assignee shall have the sole right (and Assignor shall not have any obligation) to exercise any and all remedies available to it in connection with each such Equipment Schedule or any item of Equipment which is the subject of the Event of Default. If either party has actual knowledge of an Event of Default, it shall promptly notify the other party thereof As used

in this Assignment, "actual knowledge" shall mean the actual knowledge of the President or any Vice President of the parties. If specifically requested in writing by Assignee, Assignor shall continue to serve as fiscal agent hereunder and/or shall take such actions as reasonably may be requested by Assignee to enforce Assignee's rights under such Equipment Schedule, upon the occurrence of an Event of Default.

(b) Appointment In furtherance of the parties' intent, Assignee hereby appoints Assignor its fiscal agent on the express terms set forth herein, and Assignor accepts such appointment. Assignor shall act as the fiscal agent for Assignee under the Agreement and hereunder without compensation except as herein provided. The parties agree from time to time to execute and deliver such notices, directions and other instruments as may be necessary or appropriate to cause all monies, credits or other property to be paid, distributed or delivered to Assignor or as may be desirable in obtaining the full benefits of the Agreement and the rights and powers herein granted

(c) Payments. All monies received by Assignor as fiscal agent for Assignee under or pursuant to any provision of the Agreement or hereof shall be held by Assignor in trust as fiscal agent for Assignee for the purpose for which they were paid, but need not be segregated in any manner from any other monies of Assignor and may be deposited by Assignor in any general account maintained by it. Promptly upon receipt of such monies (in good collected funds) by Assignor as fiscal agent for Assignee, Assignor shall make such monies available to Assignee by mailing Assignor's check for the amount of such monies to Assignee at the address set forth below.

(d) Limitations of Agency Without the prior written consent of Assignee, Assignor shall not enter into any agreement or take any action or fail to act with the intention of directly or indirectly (i) permitting amendment or modification of, or deviation from, any of the terms of any Equipment Schedule (to any material extent); or (ii) releasing, transferring, substituting or exchanging any Equipment leased under, or guaranty of, any Equipment Schedule; or (iii) accelerating or otherwise changing the payment terms of any Equipment Schedule.

(e) Limitations of Liability Notwithstanding any provision hereof to the contrary (i) Assignor undertakes to perform as fiscal agent on behalf of Assignee such duties and only such duties as are specifically set forth herein and no implied covenants or obligations shall be read into the Agreement or hereunder against Assignor (ii) In all events, Assignor is entitled to use its reasonable discretion in respect to exercising or refraining from exercising any rights, or taking or refraining from taking any action which may be vested in Assignor as fiscal agent hereunder under each Lease, or which Assignor may be entitled to take or assert as fiscal agent hereunder under any Lease,

Equipment Schedule or other agreements or instruments, and Assignor shall not be liable to Assignee for any action taken or omitted to be taken by it under the Agreement or hereunder or pursuant thereto or hereto, except for the failure to make available promptly (after receipt and final collection) to Assignee such sums as are required to be remitted to Assignee pursuant to subpart (c) of this Section or for the gross negligence or willful misconduct of Assignor. (iii) In acting in the future as fiscal agent for Assignee under the Agreement or hereunder, Assignor may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties, and Assignor shall not be bound to make any investigation into the facts or matters stated in any such resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document. (iv) Assignor may exercise its powers and perform its duties by or through such attorneys, agents and servants as it shall appoint, and it shall be entitled to the advice of counsel in anything done or omitted to be done in accordance with such advice; and Assignor shall not be required to take any action nor shall any provision set forth in the Agreement or herein be deemed to impose a duty on Assignor to take any action, if Assignor shall have been advised by counsel that such action is contrary to the terms of any Equipment Schedule or is otherwise contrary to law.

(f) Costs. No provisions hereof shall require Assignor to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties as fiscal agent for Assignee under the Agreement or hereunder. Any reasonable expenses incurred by Assignor in connection with the collection of the unpaid rentals due under the Equipment Schedule shall be borne by Assignee and Assignee shall reimburse Assignor for any out-of-pocket costs and expenses incurred by Assignor in connection with action taken by Assignor at the express request of Assignee in connection with any Default, including court costs and attorneys' fees.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the day and year first above written

GENERAL ELECTRIC CAPITAL CORPORATION Assignor	NATIONAL CITY LEASING CORPORATION Assignee
By. _____ (SEAL) Name. _____ Title: Stephen E White Transaction & Syndication Senior Manager	By _____ (SEAL) Name J. E. Vittitow Title. Senior Vice President
4 Northpark Drive Suite 500 Hunt Valley, Maryland 21030 Facsimile: 410-527-9395	101 S. Fifth Street LOC# T08K Louisville, Kentucky 40202 Facsimile· 502-581-6488

AJM 147537 1 8/26/97 10 55 AM

GE Capital

I, Martin Donner, Transaction & Syndication Manager for General Electric Capital Corporation, do hereby certify that the following documents are true and correct copies of the originals

1 Master Lease Agreement dated as of December 23, 1997, by and between General Electric Capital Corporation, as Lessor, and Exide Corporation, as Lessee

2 Certificate of Exide Corporation as to resolutions dated December 22, 1997

3 Certificate of Exide Investments, Inc (to act on behalf of General Battery Corporation) dated December 22, 1997

4 Certificate of Assistant Secretary of Exide Invesments, Inc dated December 22, 1997

5 Opinion of Counsel letter dated December 22, 1997 rendered by Ari D Levine, Assistant General Counsel for Exide Corporation

6 Letter Agreement dated December 23, 1997 regarding post-funding lien searches on General Battery Corporation

7 Collateral Assignment of Leasehold Interest dated as of December 23, 1997, by and between General Electric Capital Corporation and Exide Corporation

8 Lease Option Agreement dated as of December 23, 1997, by and between General Electric Capital Corporation, its successor and assigns, as Tenant, and Exide Corporation, as Lessee

9 Facilities Lease Agreement dated as of April 1, 1995, by and between General Battery Corporation, as Lessor, and Exide Corporation, as Lessee

10 Banker's Trust Company Repayment Letter dated December 23, 1997

11 Transmittal dated December 23, 1997 from Charles Garner, Esq of Simpson, Thacher & Bartlett containing (a) copy of Release delivered by Bankers Trust, (b) face pages of Credit Suisse UCC-1 filings and (c) copy of the Schedule which will be attached to the Credit Suisse UCC-1 filings

12 Updated Certificate of Secretary for Dec 1998 fundings with opinion of Counsel Letter

13 UCC Releases and Termination Statements from Credit Suisse and Bankers Trust respectively

COPY

[redacted] "C"

(FISCAL AGENT)

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Reference is hereby made to that certain Master Lease Agreement dated as of December 23, 1997 (the "Lease"), between General Electric Capital Corporation ("Lessor") and Exide Corporation ("Lessee")

Lessor hereby gives Lessee notice, and Lessee hereby acknowledges receipt of notice, that Lessor has assigned to NATIONAL CITY LEASING CORPORATION ("Assignee"), whose offices are at 101 S Fifth Street, 8th Floor, Louisville, Kentucky 40202, all right, title, interest and obligations of Lessor in Schedules to the Lease and, to the extent incorporated therein by reference, the Lease, National City Leasing Corporation will act as Lessor for all intents and purposes Pursuant to such assignment, it is contemplated that Assignee will acquire and lease to Lessee certain equipment (the "Equipment") to be described on Equipment Schedule No. N-1 executed pursuant to the Lease by Lessor and Lessee (collectively the "Assigned Schedules") From and after the date of this Notice, all payments of rent and other sums now or hereafter becoming due pursuant to the Assigned Schedules or with respect to the equipment described on the Assigned Schedules (the "Equipment") shall be paid directly to Lessor as Fiscal Agent of Assignee, unless and until Assignee notifies Lessee of the termination of the fiscal agency (whereupon Lessee shall make payment as directed in Assignee's invoices)

In recognition of Assignee's reliance upon this Notice and Acknowledgment of Assignment, Lessee certifies, confirms and agrees as follows

1 The Lease and the Equipment Schedule have been duly authorized, executed and delivered by Lessee, constitute the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with the terms thereof, are in full force and effect on the date of execution of this notice by such party, are free from all defenses, set-offs and counterclaims, and no default or event which, with the passage of time or the giving of notice, or both, would constitute a default under the Lease has occurred

2 There are no modifications, amendments or supplements to the Lease which relate to the Assigned Schedule, and any future modification, termination, amendment or

supplement to the Lease which relates to the Assigned Schedule, or settlement of amounts due thereunder which relates to the Assigned Schedule, shall be ineffective without Assignee's prior written consent

3 There has been no prepayment of rent or other sums payable under the Assigned Schedule and no casualty has occurred with respect to the Equipment

4 Lessee acknowledges and agrees that (i) Assignee shall be the owner of the Equipment and Lessor shall have no interest or authority of any nature regarding the Equipment or the Assigned Schedule, (ii) If Assignee notifies Lessee of the termination of Lessor's fiscal agency, Lessee will deal exclusively with respect to the Assigned Schedule with Assignee, and Lessee will deliver all payments and copies of all notices and other communications given or made by Lessee to Assignee at the address listed above, (iii) so far as enforcement of the Assigned Schedule is concerned, notwithstanding the existence of other schedules or supplements thereto, the Assigned Schedule is separate and severable and Assignee may take enforcement action independently of other lessors, equipment owners or financing parties having an interest in the Lease and other equipment schedules not included in the Assigned Schedule, and (iv) Lessee will execute such other instruments and take such actions as Assignee reasonably may require to further confirm the vesting of rights under the Lease in Assignee and Assignee's ownership of the Equipment

5 Lessee has not received notice of a prior sale, transfer, assignment, hypothecation or pledge of the Assigned Schedule or the rents reserved thereunder

6 Lessee will keep the Lease, the Assigned Schedule and the Equipment free and clear of all liens and encumbrances (other than the interest of Lessor, Assignee or parties claiming by, through or under them)

7 All representations and duties of Lessor intended to induce Lessee to enter into the Lease, whether required by the Lease or otherwise, have been fulfilled

8 Lessee has executed one (1) original each of the Lease and the Equipment Schedule (which were delivered to Lessor), and currently has no original of either in its possession

9 All representations and warranties of the Lessee in the Lease are true and correct

10 The documents described on the attached Schedule A are all the documents executed or delivered to or by Assignor and Lessee in connection with the Assigned Schedule and the Equipment, and such documents constitute the entire agreement of the parties with respect to the Assigned Schedule and the Equipment

Accepted and agreed to on this 28th day of December, 1998

GENERAL ELECTRIC CAPITAL CORPORATION
Lessor

By _____
Name Martin L. Donner
Title Sr. Transaction Manager

EXIDE CORPORATION
Lessee

By _____
Name Thomas L O'Neill
Title Assistant Treasurer

NATIONAL CITY LEASING CORPORATION
Assignee

By. _____
Name Gary M Smirl
Title VP

[redacted] "B"

VALUATION ANALYSIS OF CERTAIN ASSETS
AS OF DECEMBER 31 1998

LOCATION CODE	LOCATION	ACCOUNT	DEPARTMENT		ASSET NUMBER	DESCRIPTION OF ASSET[a]	DESCRIPTION OF ASSET[a] FOR UCC FILING PURPOSES	MANUFACTURER	MODEL	SERIAL
331 100	BRISTOL	151 300	M&E	COS	99899	(3) CASE OUT UNITS	CASE OUT UNITS	EXIDE		
331 106	BRISTOL	151 300	M&E	PLASCTIC RECOV	0E2185	COOLER LINE 1	COOLER	EXIDE		
331 106	BRISTOL	151 300	M&E	PLASCTIC RECOV	0E2186	COOLER LINE 2	COOLER	EXIDE		
331 108	BRISTOL	151 300	M&E	CAST PASTING	0E1800	PASTING ROTARY EXPANDER	PASTING ROTARY EXPANDER	EXIDE		
331 109	BRISTOL	151 300	M&E	EXPANDAL PLATE	92311	TOOL STAND "M" POSN S/N 9309	TOOL STAND S/N 9309			
331 109	BRISTOL	151 300	M&E	EXP METAL PLATE	92300	TOOL STAND "W" POT S/N 9304	TOOL STAND S/N 9304			
331 111	BRISTOL	151 300	M&E	PLASTIC REPROCES	0E2566	RECIP EXPANDER LONG 1	EXPANDER	EXIDE		
331 111	BRISTOL	151 300	M&E	PLASTIC REPROCES	2206	RECIP EXPANDER SHORT 1	EXPANDER	EXIDE		
331 113	BRISTOL	151 300	M&E	MIXING/PASTING	0E2053	(2) X-MET ROTARY HEADS	(2) X MET HEADS			
331 113	BRISTOL	151 300	M&E	MIXING/PASTING	4262	CONCAST CUTTER LINE 6	CAST CUTTER			
331 113	BRISTOL	151 300	M&E	MIXING/PASTING	40275	FEEDER	FEEDER	EXIDE		
331 113	BRISTOL	151 300	M&E	MIXING/PASTING	9115	ROTARY EXPANDER LINE 1	EXPANDER	EXIDE		
331 113	BRISTOL	151 300	M&E	MIXING/PASTING	4253	SHINGLING CONVEYOR LINE 5	SHINGLING CONVEYOR			
331 113	BRISTOL	151 300	M&E	MIXING/PASTING	0E2055	X MET CUTTER DIES & TOOLING	X MET CUTTER DIES & TOOLING			
331 117	BRISTOL	151 300	M&E	CAST ON STRAP	97446	FARMER STYLE COS W/LUGS UP LOADING	COS W/LUGS UP LOADING	EXIDE		
331 117	BRISTOL	151 300	M&E	CAST ON STRAP	92337	LUGS UP UNITS	LUGS UP UNITS	EXIDE		
331 117	BRISTOL	151 300	M&E	CAST ON STRAP	40097	SHORT TESTER	SHORT TESTER	EXIDE		
331 119	BRISTOL	151 300	M&E	ASSEMBLY	40163	HEAT SEALER LINE 9	HEAT SEALER	EXIDE		
331 119	BRISTOL	151 300	M&E	ASSEMBLY	40165	LEAK TESTER LINE 9	LEAK TESTER	EXIDE		
331 119	BRISTOL	151 300	M&E	ASSEMBLY	40167	SHORT TESTER LINE 9	SHORT TESTER	EXIDE		
331 119	BRISTOL	151 300	M&E	ASSEMBLY	40169	TTP 2000 WELDER LINE 8	TTP WELDER	EXIDE		
331 119	BRISTOL	151 300	M&E	ASSEMBLY	40091	TECH CENTER HEAT SEAL LINE 1	TECH CENTER HEAT SEAL	EXIDE		
331 119	BRISTOL	151 300	M&E	ASSEMBLY	40085	TTP 1000 WELDER LINE 1	TTP WELDER	EXIDE		
331 119	BRISTOL	151 300	M&E	ASSEMBLY	40170	TTP 2000 WELDER LINE 9	TTP WELDER	EXIDE		
331 120	BRISTOL	151 300	M&E	PLT ENV SLI	40027	ENVELOPER STACKER	ENVELOPER STACKER	EXIDE		
331 120	BRISTOL	151 300	M&E	PLT ENV SLI	40050	TURBO ENVELOPER LINE 2	ENVELOPER	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	0E2245	BATTERY TURNER LINE 10	BATTERY TURNER	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	0E2244	BATTERY TURNER LINE 9	BATTERY TURNER	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	3418	BH 4 STACKER	STACKER			
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	0E2225	CASE MARKING SYSTEM LINE 10	CASE MARKING SYSTEM	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	0E2224	CASE MARKING SYSTEM LINE 9	CASE MARKING SYSTEM	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	0E2235	CASE PUNCHES LINE 10	CASE PUNCHES	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	0E2234	CASE PUNCHES LINE 9	CASE PUNCHES	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	0E2189	COS MACHINE LINE 10	COS MACHINE	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	0E2188	COS MACHINE LINE 9	COS MACHINE	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	4226	HEAT SEAL TOOLING LINE 10	HEAT SEAL TOOLING	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	4225	HEAT SEAL TOOLING LINE 9	HEAT SEAL TOOLING	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	0E2210	HEAT SEALER LINE 10	HEAT SEALER	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	0E2209	HEAT SEALER LINE 9	HEAT SEALER	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	0E2205	HC WELDER LINE 10	HC WELDER	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	0E2204	HC WELDER LINE 9	HC WELDER	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	0E2220	LEAK TESTER LINE 10	LEAK TESTER	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	0E2219	LEAK TESTER LINE 9	LEAK TESTER	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	4206	MOLDSMANIFOLD LINE 9	MOLDSMANIFOLDS	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	4207	MOLDSMANIFOLDS LINE 10	MOLDSMANIFOLDS	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	0E2215	POST BUILDER LINE 10	POST BUILDER	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	0E2214	POST BUILDER LINE 9	POST BUILDER	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	0E1778	RAPID STACKER UNIT 3A	RAPID STACKER	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	0E2240	SCISSOR LIFT LINE 10	SCISSOR LIFT	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	0E2239	SCISSOR LIFT LINE 9	SCISSOR LIFT	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	0E1772	SHORT TESTER	SHORT TESTER	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	0E2199	SHORT TESTER LINE 10	SHORT TESTER	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	0E2198	SHORT TESTER LINE 9	SHORT TESTER	EXIDE		

BRISTOL TENNESSEE AND SALINA KANSAS
VALUATION ANALYSIS OF CERTAIN ASSETS
AS OF DECEMBER 23 1998

LOCATION CODE	LOCATION	ACCOUNT	DEPARTMENT		ASSET NUMBER	DESCRIPTION OF ASSET [1]	DESCRIPTION OF ASSET [2] FOR ULC FILING PURPOSES	MANUFACTURER	MODEL	FAIR SERIAL/VAL
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	082230	TRANS/SURGE CONVEYOR LINE 10	TRANS/SURGE CONVEYOR	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	082229	TRANS/SURGE CONVEYOR LINE 9	TRANS/SURGE CONVEYOR	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	2753	U LINE #1 EQUIPMENT	EQUIPMENT	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	2750	U LINE #2 EQUIPMENT	EQUIPMENT	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	081773	WELDER	WELDER	EXIDE		
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	081781	WELDER	WELDER	EXIDE		
331 124	BRISTOL	151 300	M&E	WET FORM	082069	COMPUTER CONTROLS	COMPUTER CONTROLS			
331 124	BRISTOL	151 300	M&E	WET FORM	082068	RECTIFIERS	RECTIFIERS			
331 122	BRISTOL	151 300	M&E	READY CHARGE FORMING	082166	GCI 2ND EBERLE STACKER	STACKER			
331 113	BRISTOL	151 300	M&E	MIXING/PASTING	081738	WRAPPER/STACKER FSS 400	WRAPPER/STACKER			
331 124	BRISTOL	151 300	M&E	WET FORM	40270	(17) BMC12126 101 MODEL 20CC 16 CHARGER	BMC 12126 101 MODEL 20CC 16 CHARGER			
331 125	BRISTOL	151 300	M&E	M/F GRID CASTING	36602	GRID CASTER	GRID CASTER			
331 125	BRISTOL	151 300	M&E	M/F GRID CASTING	36603	GRID CASTER	GRID CASTER	WIRTZ		1194851
331 125	BRISTOL	151 300	M&L	M/F GRID CASTING	36604	GRID CASTER	GRID CASTER	WIRTZ		1195851
611 119	SALINA	151 305	M&E	ASSEMBLY	40108	DUKANE SONIC SEALER	SONIC SEALER	WIRTZ		1196851
611 119	SALINA	151 340	SPLC PROD TOOLS	ASSEMBLY		GROUP OF ACTIVE TOOLING DIES & MOLDS	GROUP OF ACTIVE TOOLING DIES & MOLDS			43818
611 119	SALINA	151 305	M&E	ASSEMBLY	40107	UI TRASONIC UNIT	UI TRASONIC UNIT			
611 119	SALINA	151 305	M&E	ASSEMBLY	88411	UI TRASONIC WELDER & TOOLING	UI TRASONIC WELDER & TOOLING	CAVITRON		#229
611 120	SALINA	151 300	M&L	PLANT ENVIRON	40033	TURBO ENVELOPER #4 FSS 400 LINE 6	TURBO ENVELOPER			
611 120	SALINA	151 300	M&E	PLANT ENVIRON	40179	WRAPPER/STACKER FSS 400 (SPARE)	WRAPPER/STACKER	EXIDE		20
611 121	SALINA	151 300	M&E	SPECIAL ASSEMBLY	081002	COMM CCA AIR TESTER S/N 6121 002 LINE 5	COMM CCA AIR TESTER S/N 6121-002			
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	3960	(2) SCISSOR LIFTS LINES 1&2	(2) SCISSOR LIFTS			
611 124	SALINA	151 300	M&L	WET FORM/BOOSTING	90425	(3) CONTROL COMPUTERS AND RETROFIT	(3) CONTROL COMPUTERS AND RETROFIT			
611 124	SALINA	151 300	M&L	WET FORM/BOOSTING	90397	16 RECTIFIERS	16 RECTIFIERS	BMC	12170 101/23C	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	3671	AUTOMATIC III RATER	AUTOMATIC III RATER			
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	20723	BITRODE III RATE UNIT	BITRODE III RATE UNIT			
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	90759	COMPUTER FORMATION 240 CIR 90	COMPUTER FORMATION 240 CIR 90			
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	4040	COMPUTERIZATION FOR (192) CIRCUITS	COMPUTERIZATION FOR (192) CIRCUITS			
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	86674	COMPUTERIZED FORMATION PROCESS #0001	COMPUTERIZED FORMATION PROCESS #0001			
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	4015	FORMATION COMPUTERS FOR (192) CIRCUITS	FORMATION COMPUTERS FOR (192) CIRCUITS			
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	3625	III RATER	III RATER			
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	40391	III RATE TESTER	III RATE TESTER			
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	90778	III RATER LINE #1 90	III RATER LINE			
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	90779	III RATER LINE #2 90	III RATER LINE			
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	90780	III RATER LINE #3 90	III RATER LINE			
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	40209	RECTIFIER	RECTIFIER	BITRODE	B 1 29 D 1	94618
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	40210	RECTIFIER	RECTIFIER	BITRODE	S 17 29 Q 1	94619
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	40211	RECTIFIER	RECTIFIER	BITRODE	T 1 13 V 1	94620
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	40116	RECTIFIER	RECTIFIER	BITRODE	O 1 13 P 17	93226
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	40111	RECTIFIER	RECTIFIER	BITRODE	XX 1 29 V	93226
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	40114	RECTIFIER	RECTIFIER	BITRODE	PP 1 29 W	93227
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	40112	RECTIFIER	RECTIFIER	BITRODE	II 1 29 GG	7(DUP)
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	40115	RECTIFIER	RECTIFIER	BITRODE	M 1 13 1 1	93228
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	40117	RECTIFIER	RECTIFIER	BITRODE	J 9 29 YY 1	93230
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	40109	RECTIFIER	RECTIFIER	BITRODE	R 17 29 P 1	93231
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	40113	RECTIFIER	RECTIFIER	BITRODE	C 1 29 E 1	93233
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	40110	RECTIFIER	RECTIFIER	BITRODE	F 1 29 L 9 1	93235
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	40124	RECTIFIER	RECTIFIER	BITRODE	YY 1 13 22	93237
611 124	SALINA	151 300	M&L	WET FORM/BOOSTING	40119	RECTIFIER	RECTIFIER	BITRODE	HH 1 13 11	93228
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	40122	RECTIFIER	RECTIFIER	BITRODE	LL 1 29 M	93229
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	40118	RECTIFIER	RECTIFIER	BITRODE	JJ 1 29 II 1	93232
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	40123	RECTIFIER	RECTIFIER	BITRODE	SS 1 29 KK	93234
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	40121	RECTIFIER	RECTIFIER	BITRODE	KK 17 29 T	93236

Lessee's Initials

BRISTOL TENNESSEE AND SALINA KANSAS
VALUATION ANALYSIS OF CERTAIN ASSETS
AS OF DECEMBER 23 1998

LOCATION CODE	LOCATION	ACCOUNT	DEPARTMENT		ASSET NUMBER	DESCRIPTION OF ASSET [1]	DESCRIPTION OF ASSET [1] FOR UCC FILING PURPOSES	MANUFACTURER	MODEL	SERIAL/VA	FAI
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	40120	RECTIFIER	RECTIFIER	BITRODE	NN 1 29 O	93239	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	36703	RECTIFIER	RECTIFIER	BITRODE	VV 1 16	88038	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	36706	RECTIFIER	RECTIFIER	BITRODE	VV 17 32	88061	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	39518	RECTIFIER	RECTIFIER	BITRODE	D 1 16	88023	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	39519	RECTIFIER	RECTIFIER	BITRODE	D 17 32	88024	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	39520	RECTIFIER	RECTIFIER	BITRODE	B 17 32	88025	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	39523	RECTIFIER	RECTIFIER	BITRODE	C 17 32	88039	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	36743	RECTIFIER	RECTIFIER	BITRODE		88033	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	36744	RECTIFIER	RECTIFIER	BITRODE		88034	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	36749	RECTIFIER	RECTIFIER	BITRODE	HHH 17 32	88047	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	40004	RECTIFIER	RECTIFIER	BITRODE	HHH 1 16	88052	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	40007	RECTIFIER	RECTIFIER	BITRODE	QQ 1 29 R	88055	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	40003	RECTIFIER	RECTIFIER	BITRODE	GG 1 16	88051	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	39521	RECTIFIER	RECTIFIER	BITRODE	B 1 6	88026	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	39522	RECTIFIER	RECTIFIER	BITRODE	C 1 16	88038	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	20651	RECTIFIER	RECTIFIER	BITRODE	M 17 32	81115	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	20652	RECTIFIER	RECTIFIER	BITRODE	Q 1 16	81116	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	20653	RECTIFIER	RECTIFIER	BITRODE	R 1 16	81117	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	20654	RECTIFIER	RECTIFIER	BITRODE	P 17 32	81118	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	20655	RECTIFIER	RECTIFIER	BITRODE	R 17 32	81119	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	20656	RECTIFIER	RECTIFIER	BITRODE	N 17 32	81120	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	20657	RECTIFIER	RECTIFIER	BITRODE	P 1 16	81121	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	20658	RECTIFIER	RECTIFIER	BITRODE	N 1 16	81122	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	13997	RECTIFIER	RECTIFIER	BITRODE	S 1 16	77350	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	13998	RECTIFIER	RECTIFIER	BITRODE	S 17 32	77351	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	13999	RECTIFIER	RECTIFIER	BITRODE	Q 17 32	77352	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	14000	RECTIFIER	RECTIFIER	BITRODE	T 1 16	77353	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	13995	RECTIFIER	RECTIFIER	BITRODE	V 17 32	77357	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	13994	RECTIFIER	RECTIFIER	BITRODE	T 17 32	77358	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	13996	RECTIFIER	RECTIFIER	BITRODE	X 1 16	77360	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	13991	RECTIFIER	RECTIFIER	BITRODE	V 1 16	77365	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	13986	RECTIFIER	RECTIFIER	BITRODE	L 1 16	77461	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	13993	RECTIFIER	RECTIFIER	BITRODE	X 17 32	77359	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	13992	RECTIFIER	RECTIFIER	BITRODE	U 1 16	77361	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	13987	RECTIFIER	RECTIFIER	BITRODE	M 1 16	77462	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	30124	RECTIFIER	RECTIFIER	BITRODE	YY 17 32	78179	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	30116	RECTIFIER	RECTIFIER	BITRODE	BOOSTINC	78207	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	30120	RECTIFIER	RECTIFIER	BITRODE	J 17 32	78196	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	30122	RECTIFIER	RECTIFIER	BITRODE	WW 1 16	78202	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	30119	RECTIFIER	RECTIFIER	BITRODE	YY 1 16	78180	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	80615	RECTIFIER	RECTIFIER	BITRODE	W 1 16	78191	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	29329	RECTIFIER	RECTIFIER	BITRODE	H 17 32	78137	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	29330	RECTIFIER	RECTIFIER	BITRODE	UU 17 32		
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	29331	RECTIFIER	RECTIFIER	BITRODE	G 1 16	78121	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	29332	RECTIFIER	RECTIFIER	BITRODE	G 17 32	78120	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	29337	RECTIFIER	RECTIFIER	BITRODE	K 17 32	78114	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	29338	RECTIFIER	RECTIFIER	BITRODE	F 17 32	78115	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	29339	RECTIFIER	RECTIFIER	BITRODE	K 1 16	78140	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	29340	RECTIFIER	RECTIFIER	BITRODE	H 1 16	78138	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	29341	RECTIFIER	RECTIFIER	BITRODE	E 1 16	78135	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	29342	RECTIFIER	RECTIFIER	BITRODE	I 1 16	78107	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	29343	RECTIFIER	RECTIFIER	BITRODE	E 17 32	78132	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	29344	RECTIFIER	RECTIFIER	BITRODE	I 17 32	78130	

Lessee's Initials

BRISTOL TENNESSEE AND SALINA KANSAS
VALUATION ANALYSIS OF CERTAIN ASSETS
AS OF DECEMBER 23 1998

LOCATION CODE	LOCATION ACCOUNT	DEPARTMENT		ASSET NUMBER	DESCRIPTION OF ASSET [1]	DESCRIPTION OF ASSET [2] FOR UCC FILING PURPOSES	MANUFACTURER	MODEL	SERIAL/A	FA
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	29345	RECTIFIER	BITRODE	J 1 16	78133	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	29346	RECTIFIER	BITRODE	F 1 16	78131	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	15860	RECTIFIER	BITRODE	U 17 32	77482	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	15861	RECTIFIER	BITRODE	W 17 32	77484	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	21995	RECTIFIER	METEOR	O 17 32	77385	
611 124	SALINA	151 300	M&F	WET FORM/BOOSTING	21997	RECTIFIER	METEOR	S1 16	77390	
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	21998	RECTIFIER	METEOR	O 1 16	77394	
611 124	SALINA	151 300	M&L	WET FORM/BOOSTING	21996	RECTIFIER	METEOR	Y 1 16	77395	
611 124	SALINA	151 300	M&L	WET FORM/BOOSTING	36589	RECTIFIER FIRING CIRCUIT E566425				
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	21091	RECTIFIER 7 SCC				
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	21092	RECTIFIER 7 SCC				
611 124	SALINA	151 300	M&E	WET FORM/BOOSTING	21093	RECTIFIER 7 SCC				
611 126	SALINA	151 300	M&E	M/F BURNING	40047	COS MACH HYDR LINE 6				
611 126	SALINA	151 300	M&L	M/F BURNING	35674	SLAUGHTER TESTER LINE 9	EXIDE			
611 127	SALINA	151 300	M&E	RECHARGE/BOOSTING	4086	(32) BITRODE BOOST CIRCUITS (2 CABS)	SLAUGHTER	1651 3		
611 134	SALINA	151 300	M&E	MACH SHOP PROD	39651	COS MACHINES (2) LINES 13 & 14	BOOSTING		94554&95304	
611 134	SALINA	151 300	M&E	MACH SHOP PROD	3670	#17 AUTO SIDE TERMINAL WELDER	EXIDE			
611 134	SALINA	151 300	M&E	MACH SHOP PROD	3966	(13) BATTERY TURNERS				
611 134	SALINA	151 300	M&E	MACH SHOP PROD	3768	(2) SCISSORS LIFT LINES 3&4				
611 134	SALINA	151 300	M&E	MACH SHOP PROD	39608	(4) HI SPEED WRAPPER STACKERS & COS MAC				
611 134	SALINA	151 300	M&E	MACH SHOP PROD	9999	AIR CHECKER LINE 1			LINES 12 13 14 & 15	
611 134	SALINA	151 300	M&F	MACH SHOP PROD	9999	AIR CHECKER LINE 2				
611 134	SALINA	151 300	M&E	MACH SHOP PROD	9999	AIR CHECKER LINE 3				
611 134	SALINA	151 300	M&E	MACH SHOP PROD	16552	AIR TEST STATION LINE 4				
611 134	SALINA	151 300	M&E	MACH SHOP PROD	0E1029	AUTO AIR CHECKER LINE 11				
611 134	SALINA	151 300	M&E	MACH SHOP PROD	0E1024	AUTO AIR CHECKER LINE 12				
611 134	SALINA	151 300	M&E	MACH SHOP PROD	0E1019	AUTO AIR CHECKER LINE 15				
611 134	SALINA	151 300	M&F	MACH SHOP PROD	0E1010	AUTO AIR CHECKER LINE 17				
611 134	SALINA	151 300	M&F	MACH SHOP PROD	0E1014	AUTO AIR CHECKER LINE16				
611 134	SALINA	151 300	M&E	MACH SHOP PROD	3618	AUTO AIR TESTER LINE 10				
611 134	SALINA	151 300	M&E	MACH SHOP PROD	0E1034	AUTO AIR TESTER LINE 9				
611 134	SALINA	151 300	M&E	MACH SHOP PROD	3616	AUTO HEAT SEALER LINE 16				
611 134	SALINA	151 300	M&F	MACH SHOP PROD	9999	AUTO HOT MELT LINE 12				
611 134	SALINA	151 300	M&I	MACH SHOP PROD	9999	AUTO HOT MELT LINE 8				
611 134	SALINA	151 300	M&E	MACH SHOP PROD	9999	AUTO HOT MELT LINE 9				
611 134	SALINA	151 300	M&I	MACH SHOP PROD	3731	AUTO PIN STAMP MACHINE LINE 10				
611 134	SALINA	151 300	M&I	MACH SHOP PROD	3732	AUTO PIN STAMP MACHINE LINE 12	EXIDE			
611 134	SALINA	151 300	M&I	MACH SHOP PROD	3735	AUTO PIN STAMP MACHINE LINE 15	EXIDE			
611 134	SALINA	151 300	M&I	MACH SHOP PROD	3734	AUTO PIN STAMP MACHINE LINE 16	EXIDE			
611 134	SALINA	151 300	M&I	MACH SHOP PROD	3733	AUTO PIN STAMP MACHINE LINE 17	EXIDE			
611 134	SALINA	151 300	M&E	MACH SHOP PROD	3730	AUTO PIN STAMP MACHINE LINE 3	EXIDE			
611 134	SALINA	151 300	M&E	MACH SHOP PROD	3619	AUTO PIN STAMP MARKER	EXIDE			
611 134	SALINA	151 300	M&E	MACH SHOP PROD	3617	AUTO POST BUILDER LINE 1	EXIDE			
611 134	SALINA	151 300	M&E	MACH SHOP PROD	0E1004	AUTO POST BURNER LINE 2	EXIDE			
611 134	SALINA	151 300	M&E	MACH SHOP PROD	0E1018	AUTO POST BURNER LINE 5	EXIDE			
							TOTAL			$

Lessee's Initials

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re	Chapter 11
Exide Technologies,	Bankruptcy No 02-11125(JCA)
Debtors	

CERTIFICATE OF SERVICE

This is to certify that true and correct copies of the foregoing Motion of National City Leasing Corporation for Order to Compel Debtor to Timely Perform Obligations under Lease, to Compel Assumption or Rejection of Lease Agreement, to Compel Payment pursuant to §365(d)(10) and for Allowance and Payment of Administrative Claim was served via first-class mail, postage prepaid, on July 30, 2002, upon the attached Service List noted with an asterisk

True and correct copies of the Notice of Motion of National City Leasing Corporation for Order to Compel Debtor to Timely Perform Obligations under Lease, to Compel Assumption or Rejection of Lease Agreement, to Compel Payment pursuant to §365(d)(10) and for Allowance and Payment of Administrative Claim was served via first-class mail, postage prepaid, on July 30, 2002, upon the attached Service List

By /s/ Kenneth E Aaron
Kenneth E Aaron, Esquire
Weir & Partners LLP
824 Market Street, Suite 1001
P O Box 708
Wilmington, DE 19899
Telephone (302) 652-8181
Facsimile (302) 652-8909

SERVICE LIST

Laura David Jones, Esquire *
Pachulski, Stang, Ziehl, Young & Jones, P C
9191 North Market Street, 16th Fl
P O Box 8705
Wilmington, DE 19899

Mark Kenney, Esquire *
Office of the United States Trustee
844 King Street, Room 2313
Lockbox 35
Wilmington, DE 19801

Ellen W Slights, Esquire *
U S Attorneys Office
1201 N Market Street
Wilmington, DE 19801

Mark D Collins, Esquire *
Richards, Layton & Finger, P A
One Rodney Square
P O Box 551
Wilmington, DE 19899

Richard S Cobb, Esquire *
Klett Rooney Lieber & Schorling
1000 West Street, Suite 1410
P O Box 1397
Wilmington, DE 19806

David B Stratton, Esquire *
David M Fournier, Esquire
Pepper Hamilton LLP
1201 Market Street, Suite 1600
Wilmington, DE 19899

Karen C Bifferato, Esquire *
Connolly, Bove, Lodge & Hutz LLP
1220 Market Street
P O Box 2207
Wilmington, DE 19899

Jeffrey C Wisler, Esquire *
Connolly Bove Lodge & Hutz LLP
12200 Market Street, 10th Fl
P O Box 2207
Wilmington, DE 19899

William J Burnett, Esquire *
Blank Rome Comisky & McCauley, LLP
Chase Manhattan Centre
1201 Market Street, Suite 800
Wilmington, DE 19801

Joseph H Huston, Jr , Esquire *
Thomas G Whalen, Jr , Esquire
Stevens & Lee, P C
300 Delaware Avenue, Suite 800
Wilmington, DE 19801

William Bowden, Esquire *
Ashby & Geddes
222 Delaware Avenue, 17th Floor
P O Box 1150
Wilmington, DE 19801

Eric D Schwartz, Esquire *
Michael G Busenkell, Esquire
Morris, Nichold, Arsht & Tunnell
1201 North Market Street
P O Box 1347
Wilmington, DE 19801

Matthew G Zaleski, III, Esquire *
Campbell & Levine, LLC
1201 North Market Street, 15th Fl
Wilmington, DE 19801

Henry A Heiman, Esquire *
Susan E Kaufman, Esquire
Heiman, Aber, Goldlust & Baker
702 King Street, Suite 600
P O Box 1675
Wilmington, DE 19899

Chase T Brockstedt, Esquire *
Murphy Spadaro & Landon
824 Market Street, Suite 700
P O Box 8989
Wilmington, DE 19899

Jami B Nimeroff, Esquire *
Buchanan Ingersoll P C
1201 North Market Street,
Suite 1501
Wilmington, DE 19801

Francis A Monaco, Jr , *
Esquire
Walsh, Monzack and Monaco,
P A
1201 North Orange Street,
Suite 1501
Wilmington, DE 19801

Francis A Monaco, Jr ,
Esquire
Walsh, Monzack and Monaco,
P A
1201 North Orange Street,
Suite 400
P O Box 2031
Wilmington, DE 19899

Matthew N Kleiman, Esquire *
Kirkland & Ellis
200 East Randolph Drive
Chicago, IL 60601

Mark J Shapiro, Esquire *
Marc B Hankin, Esquire
Shearman & Sterling
599 Lexington Avenue
New York, NY 10022

Marcia Landweber Goldstein, *
Esquire
troy L Cady, Esquire
Weil, Gotshall & Manges LLP
767 Fifth Avenue
New York, NY 10153

Bullock & Mannelly Partners
3445 Peachtree Road NE
Suite 650
Atlanta, GA 30326

Fred Hodara, Esquire *
Mary R Masella, Esquire
Akin, Gump, Strauss, Hauer &
Feld, LLP
590 Madison Avenue
New York, NJ 10022

John R Van Zile *
Executive Vice President and
General Counsel
Exide Technologies
210 Carnegie Center
Suite 500
Princeton, NJ 08040

Mr Levine, Esquire
Exide Technologies
210 Carnegie Center
Suite 500
Princeton, NJ 08040

Jeffrey E Bjork, Esquire
Robert T Trammell, Jr , Esquire
King & Spalding
191 Peachtree Street
Atlanta, GA 30303

Miriam F Miquelon, Esquire
Office of the United States
Attorney
750 Missouri Avenue, 3rd Floor
East St Louis, MI 62201

Kim Dennis
Vice President and Assistant
General Counsel
CitiCapital Commercial
Corporation
250 East Carpenter Freeway
7 Decker
Irving, TX 75062-2726

William G Wright, Esquire
Farr, Burke, Gambacorta & Wright, P C
211 Benigno Boulevard
P O Box 788
Bellmawr, NJ 08099

Bankruptcy Unit
CitiCapital Commercial Corporation
P O Box 141029
Irving, TX 75014

Thomas C Walsh, Esquire
BTM Capital Corporation
125 Summer Street
Boston, MA 02110

Daniella Saltz, Esquire
Office of the General Counsel
Ford Motor Company
Suite 323 WHQ
The American Road
Dearborn, MI 48121

Stephen D Schreiber, Esquire
Kenneth J Cooper, Esquire
Pension Benefit Guaranty Corporation
Office fo the General Counsel
1200 K Street, NW
Washington, DC 20005

Patrick K Cameron, Esquire *
F Thomas Rafferty, Esquire
Samatha Bishop, Esquire
Ober, Kaler, Grimes & Shriver, PC
120 East Baltimore Street
Baltimore, MD 21202

Howard Norowitz
Eric Bereondo
GE Capital Corporation
401 Merritt Seven, 2nd Fl
Norwalk, CT 06856

John P Dillman, Esquire
Linebarger Goggan Blair Pena & Sampson, LLP
P O Box 3064
Houston, TX 77253

Ronald S Beacher, Esquire *
Pitney, Hardin, Kipp & Szuch LLP
685 Third Avenue, 19th Fl
New York, NY 10017

Bradley E Pearce, Esquire
Jason K Purser, Esquire
Moore & Van Allen LLC
Bank of America Corporate Center5
100 North Tryon Street, Suite 4700
Charlotte, NC 28202

Mark Shinderman, Esquire
Mungar, Tolles & Olsen LLP
355 South Grand Avenue, Suite 3500
Los Angeles, CA 90071

Jim Carter
Tulip Corporation
P O Box 51789
Los Angeles, CA 90051

U S Securities and Exchange Commission
Northeast Regional Office
Broadway
New York, NY 10279

Secretary of Treasure
P O Box 7040
Dover, DE 19903

Secretary of State
Division of Corporations
Franchise Tax
P O Box 7040
Dover, DE 19903

Securities & Exchange
Commission
15th & Pennsylvania Avenue, NW
Washington, DC 20020

District Director
IRS
Silverside Road
Wilmington, DE 19809

Michael J Shavel, Esquire *
Blank Rome Comisky & McCauley
LLP
One Logan Square
Philadelphia, PA 19103

Michael C Graziano, Esquire
Blank Rome Comisky & McCauley
LLP
210 Lake Drive East, Suite 200
Cherry Hill, NJ 08002

James Ricchiuti, Esquire
Finova Capital Corporation
115 West Century Road
Paramus, NJ 07652

Mark R Somerstein, Esquire
Edward J Leen, Esquire
Kelley Drye & Warren LLP
101 Park Avenue
New York, NY 10178

Andrew Herenstein
Quadrangel Group LLC
375 Park Avenue, 14th Fl
New York, NY 10152

Joseph A Sillitto, Esquire
Page, Scranton, Sprouse,
Tucker & Ford, P C
1043 Third Avenue
Columbus, GA 31901

Lee D Powar, Esquire
Jean R Roberston, Esquire
Julie K Zurn, Esquire
Hah Loeser & Arks LLP
3300 BP Tower
2000 Public Square
Cleveland, OH 44114

Michael D Warner, Esquire
Simon, Warner & Boby, LLP
1700 City Center Tower II
301 Commerce Street
Fort Worth, TX 76102

George Cauthen, Esquire
Nelson Mullins Riley &
Scarborough, LLP
Keenan Building
1330 Lady Street, Third Fl
P O Box 11070
Columbia, SC 29201

William D Sullivan, Esquire *
Elzufon, Austin, Reardon, Tarlov
& Mondell, P A
300 Delaware Avenue, Suite 1700
P O Box 1630
Wilmington, DE 19899

John D Demmy, Esquire *
Thomas G Whalen, Jr , Esquire
Stevens & Lee, P C
300 Delaware Avenue, Suite 800
Wilmington, DE 19801

Michael D DeBaecke, Esquire *
Jason Staib, Esquire
Blank Rome Comisky & McCauley,
LLP
Chase Manhattan Centre
1201 Market Street, Suite 800
Wilmington, DE 19801

Richard W Riley, Esquire *
Duane Morris LLP
1100 North Market Street, Suite
1200
Wilmington, DE 19801

Frederick Paine, Esquire
Exide Technologies
210 Carnegie Center, Suite 500
Princeton, NJ 08040

Michael J Carnes, Esquire
Marc D Rosenberg, Esquire
Kaye Scholer, LLP
425 Park Avenue
New York, NY 10022-3598

William J Barrett, Esquire
Barack Ferrazano Kirschbaum Perlman
& Nagelberg LLP
333 West Wacker Drive, Suite 2700
Chicago, IL 60606

William F Kluge, Esquire
Adams & Jones, Chartered
155 North Market, Suite 600
P O Box 1034
Wichita, KS 67201-1034

Michael Hammer, Esquire
Dickinson Wright LLC
500 Woodward Avenue, Suite 4000
Detroit, MI 48226-3425

Robin E Keller, Esquire
Stoock & Stroock & Lavan LLP
180 Maiden Lane
New York, NY 10038-4982

Robert Zekader
Treasurer
Grafika Commercial Printing, Inc
710 Johnson Street
Sinking Spring, PA 19608

Paul S Magy, Esquire
Matthew W Schlegel, Esquire
Keith J Ostrowski, Esquire
Kupelian Ormond & Magy, P C
25800 Northwestern Highway, Suite 950
Southfield, MI 48075

Charles L Stern, Jr , Esquire
Jon F Leyens, Jr , Esquire
Alan M Cohen, Esquire
Steeg and O'Connor, LLC
201 St Charles Avenue, Suite 3201
New Orleans, LA 70170

Peter M Gilhuly, Esquire
Latham & Watkins
633 West Fifth Street
Suite 4000
Los Angeles, CA 90071-2007

Lois J Duran, Esquire
P O Box 650393
Dallas, TX 75265

Joseph O'Neil, Jr , Esquire
Oppenheimer Wolff & Donnelly LLP
The Chrysler East Building
666 Third Avenue, Suite 1900
New York, NY 10017

Ronald B Roteman, Esquire
Campbell & Levine, LLC
1700 Grant Building
Pittsburgh, PA 15219

Charles E Webster, Esquire *
Marvin A Brustin, Esquire
Murphy Spadaro & Landon
100 West Monroe Street
Chicago, IL 60603

Albert A Ciardi, III, Esquire
Ciardi, Maschmeyer & Karalis, P C
1900 Spruce Street
Philadelphia, PA 19103

Rose Dominy
Bankruptcy Administration
IOS Capital, Inc
1738 Bass Road
P O Box 13708
Macon, GA 31208

Julie H Rome-Banks, Esquire
Binder & Malter LLP
2775 Park Avenue
Santa Clara, CA 95050

Joseph Sweeney, Esquire
Sweeney, Mason, Wilson & Bosomworth
983 University Avenue, Suite 104C
Los Gatos, CA 95032

Gregory M Eells, Esquire
Eells & Allen, LLC
2971 Flowers Road South
Suite 181 - The Oglethorpe Building
Atlanta, GA 30303

Joshua A Blakely, Esquire
Reinhart Boerner Van Deuren s c
1000 North Water Street, Suite 2100
P O Box 2965
Milwaukee, WI 53201

Ian S Landsberg, Esquire
Wolf, Rifkin & Shapiro, LLP
11400 West Olympic Boulevard, 9th Fl
Los Angeles, CA 90064

Adam K Spence, Esquire
K Donald Proctor, P A
102 West Pennsylvania Avenue, Suite 505
Towson, MD 21204

James Hintzen
Restructuring Group - MD NC 317
IBM Credit Corporation
North Castle Drive
Armonk, NY 10504

Art Murphy
Restructuring Group - MD NC 317
IBM Credit Corporation
North Castle Drive
Armonk, NY 10504

Lisa Fleischer, Esquire
General Counsel
Advanta Bank Corp
1020 Laurel Oak Road
P O Box 1228
Vorhees, NJ 08043

Richard B Herzog, Jr , * Esquire
Byron Starcher, Esquire
Nelson, Mullins, Riley & Scarborough, LLP
First Union Plaza, Suite 1400
999 Peachtree Street, N E
Atlanta, GA 30357

Jamie Smith
Finance Assistant
Battery Power Systems, Inc
201 Frontage Road, North, Suite A
201 Frontage Road, North, Suite A
Pacific, WA 98047

Kathleen N Siegel
Navistar Financial Corporation
2850 West golf Road
Rolling Meadows, IL 60008

H David Blackwell
Blackwell's Inc
P O Box 1162
LaGrange, GA 30241

Jonathan W Lipshie, Esquire
Neuberger, Quinn, Gielen, Rubin & Gibber, P A
One South Street, 27th Fl
Baltimore, MD 21202

Herbert C Broadfoot II, Esquire
Ragsdale, Beals, Hooper & Seigler, LLP
2400 International Tower
229 Peachtree Street, NE
Atlanta, GA 30303

Jonathan L Flaxer, Esquire
Karel S Karpe, Esquire
Golenbock, Eiseman, Assor, Bell & Peskoe
437 Madison Avenue
New York, NY 10022

Robert A Conrad
10 East 40th Street
HSBC Bank USA
New York, NY 10022

Linda Boyle
Time Warner Telecom, Inc
10475 Park Meadows Drive, #400
Littleton, CO 80124

Brad D Steele, Esquire
116 ½ North Walnut Street
Muncie, IN 47305

Steven G Legum, Esquire
Carlucci & Legum LLP
170 Old Country Road
Mineola, NY 11501

Mark D Cress, Esquire
Bulkely, Richardson and Gelinas, LLP
1500 Main Street, Suite 2700
Springfield, MA 01115

Andrea Teves Smith, Esquire
Peterson & Meyers, P A
P O Box 24628
Lakeland, FL 33802

R Jan Appel, Esquire
General Counsel
Sparton Corporation 2400 East Granson Street
Jackson, MI 49202

Denise A Shirey, CPCM
Sparton Corporation
5612 Johnson Lake Road
P O Box 788
DeLeon Springs, FL 32130

Allan H Ickowitz, Esquire
Nossaman, Guthner, Knox & Elliott, LLP
Union Bank Square
445 South Figuerooa Street, 31st Fl
Los Angeles, CA 90071

Russel R Johnson, III, Esquire
3734 Byfield Place
Richmond, VA 23233

Glenn E Siegel, Esquire
Henry P Baer, Jr , Esquire
Dechert
30 Rockefeller Plaza
New York, NY 10112

Gary L Barnhart, Esquire
General Counsel Office
Missouri Department of Revenue
301 West High Street, Room 670
P O Box 475
Jefferson City, MO 65105

Bryan D Marcus, Esquire
Bryan D Marcus, P C
19500 Middlebelt Road, Suite 110 East
Livonia, MI 48152

Karen L Kovalsky, Esquire
Barnes & Thornburg
11 South Meridian Street
Indianapolis, IN 46204

Jeffrey W Courter, Esquire
Nyemaster, Goode, Voigts, West, Hansell & O'Brien, P C
700 Walnut Street, Suite 1600
Des Moines, IA 50309

Lee E Sapıra, Esquıre
Cırba, Sapıra, Nıce & Kırwan, P C
6 Hearthstone Court, Suıte 103
Readıng, PA 19606

Jay E Loeb, Esquıre
Olım & Loeb, LLP
6100 Lake Forrest Drıve, NW, Suıte 480
Atlanta, GA 30328

Wılliam E Frese, Esquıre
Sheree L Kelly, Esquıre
80 Park Plaza, T5D
P O ox 570
Newark, NJ 07101

Mark A Bılut, Esquıre
Nathan F Coco, Esquıre
McDermott, Wıll & Emery
227 West Monroe Street
Chıcago, IL 60606

Craıg A Smıth, Esquıre
Suelthaus & Walsh, P C
7733 Forsyth, 12th Fl
St Louıs, MO 63105

Davıd Rosen
The Blackstone Group
345 Park Avenue, 30th Fl
New York, NY 10154

Darlene Rohr
Bankruptcy Coordınator
NuVısıon Fınancıal Servıces
201 West Bıg Beaver Road
P O Box 7011
Troy, MI 48007

Lawrence J Kotler, Esquıre
Duane Morrıs LLP
4200 One Lıberty Place
Phıladelphıa, PA 19103

Matthew A Salerno, Esquıre
McDonald, Hopkıns, Burke & Haber Co , L P A
2100 Bank One Center
600 Superıor Avenue, East
Cleveland, OH 44114

Ellen R Doherty
UGI Utılıtıes, Inc
2121 Cıty Lıne Road
P O Box 25148
Lehıgh Valley, PA 18002

John Robert Weıss, Esquıre
Katten Muchın Zavıs Rosenman
525 West Monroe Street, Suıte 1600
Chıcago, IL 60661

Sharon L Royer
UC Tax Agent/Bankruptcy Representatıve
Commonwealth of Pennsylvanıa
Department of Labor and Industry
Harrısburg Bankruptcy Compliance
1171 South Cameron Street, Room 312
Harrısburg, PA 17104

Donna Ellıson
APCI - Credıt A6327
Aır Products and Chemıcals, Inc
7201 Hamılton Boulevard
Allentown, PA 18195

Donna D Duer
Envıronmental Enforcement Sectıon
Envıronment & Natural Resources Dıvısıon
U S Department of Justıce
P O Box 7611, Ben Franklın Statıon
Washıngton, DC 20044

Prucrow Industrial Properties, LP
3101 Towercreek Parkway, Suite
400
Atlanta, GA 30339

Prucrow Industrial Properties, LP
P O Box 971619
Dallas, TX 85397

Gateway Olympia, Inc
c/o RREEF Management Co
16000 Christensen Road, Suite 101
Seattle, WA 98188

Kojaian Management Company
39400 Woodward Avenue
Suite 250
Blombield Hills, MI 48304

Betsy Huang
Managing Director
Yacht Battery Company
U S Sale Office #429
12460 Grabapple Road, Suite 202
Alpharetta, GA 30004

Yacht Battery Company, Ltd
Taipei Office
5F-1, No 212
Pateh Road, Sec 3
Taipei, Taiwan, R O C