FORM B10 (official Form 10)(9/97)

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

PROOF OF CLAIM

Name of Debtor	Case Number
EXIDE TECHNOLOGIES	02-11125(JCA)

NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case A request for payment of an administrative expense may be filed pursuant to 11 U S C 503

Name of Creditor (The person or other entity to whom the debtor owes money or property)

Navistar Financial Corporation

Name and address where notices should be sent
Navistar Financial Corporation
c/o John V Fiorella Esquire
Archer & Greiner PC
One Centennial Square
Haddonfield NJ 08033
Telephone number 856-795-2121

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim Attach copy of statement giving particulars

☐ Check box if you have never received any notices from the bankruptcy court in this case

☐ Check box if the address differs from the address on the envelope sent to you by the court

FILED
OCT 02 2002
BMC

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor

Check here ☐ replaces if this claim ☐ amends a previously filed claim dated _____

1 **Basis for Claim**

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☑ Other Payments Due Under Leases

☐ Retiree benefits as defined in 11 U S C ' 114(a)
☐ Wages salaries and compensation (fill out below)
Your SS# _____
Unpaid compensation for services performed
from _____ (date) to _____ (date)

2 **Date debt was incurred** various

3 **If court judgment, date obtained**

4 **Total Amount of Claim at Time Case Filed** $ 6,169 17
If all or part of your claim is secured or entitled to priority also complete Item 5 or 6 below
☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim Attach itemized statement of all interest or additional charges

5 **Secured Claim**

☐ Check this box if your claim is secured by collateral (including a right of setoff)
Brief Description of Collateral
☐ Real Estate ☐ Motor Vehicle
☐ Other _____

Value of Collateral $_____

Amount of arrearage and other charges at time case filed included in secured claim if any $_____

6 **Unsecured Priority Claim**

☐ Check this box if you have an unsecured priority claim
Amount entitled to priority $_____
Specify the priority of the claim
☐ Wages salaries or commissions (up to $4000) * earned within 90 days before filing of the bankruptcy petition or cessation of the debtor=s business whichever is earlier - 11 U S C '507(a)(3)
☐ Contributions to an employee benefit plan - 11 U S C '507(a)(4)
☐ Up to $1 800* of deposits toward purchase lease or rental of property or services for personal family, or household use - 11 U S C '507(a)(6)
☐ Alimony maintenance or support owed to a spouse former spouse or child - 11 U S C ' 507(a)(7)
☐ Taxes or penalties owed to governmental units - 11 U S C '507(a)(8)
☐ Other - Specify applicable paragraph of 11 U S C '507(a)(_)
*Amounts are subject to adjustments on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

7 **Credits** The amount of all payments on this claim has been credited and deducted for the purpose of making this proof a claim

8 **Supporting Documents** *Attach copies of support documents* such as promissory notes purchase orders invoices itemized statements of running accounts contracts court judgments mortgages security agreements and evidence of perfection of lien DO NOT SEND ORIGINAL DOCUMENTS If the documents are not available explain If the document s are voluminous attach a summary

9 **Date-Stamped Copy** To receive an acknowledgment of the filing of your claim enclose a stamp self addressed envelope and copy of this proof of claim

THIS SPACE IS FOR COURT USE ONLY

FILED
U.S. BANKRUPTCY COURT
DISTRICT OF DELAWARE
02 OCT -2 PM 1:23

Date 9/26/02

NAVISTAR FINANCIAL CORPORATION
By Kathleen N Siegel Bankruptcy Supervisor

Penalty for presenting fraudulent claim Fine of up to $500 000 or imprisonment for up to 5 years or both 18 U

Exide Technologies
00992

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law In particular types of cases or circumstances such as bankruptcy cases that are filed voluntarily by a debtor there may be exceptions to these general rules

DEFINITIONS

Debtor
The person corporation or other entity that has filed a bankruptcy case is called the debtor

Creditor
A creditor is any person corporation or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed

Proof of Claim
A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor=s claim) This form must be filed with the clerk of the bankruptcy court where the bankruptcy case was filed

Secured Claim
A claim is a secured claim to the extent that the creditor has a lien on property of the debtor (collateral) that gives the creditor the right to be paid from that property before creditors who do not have liens on the property

Examples of liens are a mortgage on real estate and a security interest in a car truck boat television set or other item of property A lien may have been obtained through a court proceeding before the bankruptcy case began in some states a court judgment is a lien In addition to the extent a creditor also owes money to the debtor (has a right of setoff) the creditor=s claim may be a secured claim (See also *Unsecured Claim*)

Unsecured Claim
If a claim is not a secured claim it is an unsecured claim A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full

Unsecured Priority Claim

Certain types of unsecured claims are given priority so they are to be paid in bankruptcy cases before most other unsecured claims (if there is sufficient money or property available to pay these claims) The most common types of priority claims are listed on the proof of claim form Unsecured claims that are not specifically given priority status by the bankruptcy laws are classified as *Unsecured Nonpriority Claims*

Items to be completed in Proof of Claim form (if not already filled in)

Court, Name of Debtor, and Case Number
Fill in the name of the federal judicial district where the bankruptcy case was filed (for example, Central District of California) the name of the debtor in the bankruptcy case and the bankruptcy case number If you received a notice of the case from the court all of this information is near the top of the notice

Information about Creditor
Complete the section giving the name address and telephone number of the creditor to whom the debtor owes money or property and the debtor=s account number if any If anyone else has already filed a proof of claim relating to this debt if you never received notices from the bankruptcy court about this case if your address differs from that to which the court sent notice or if this proof of claim replaces or changes a proof of claim that was already filed check the appropriate box on the form

1 **Basis for Claim**
Check the type of debt for which the proof of claim is being filed If the type of debt is not listed check "Other and briefly describe the type of debt If you were an employee of the debtor fill in your social security number and the dates of work for which you were not paid

2 **Date Debt Incurred**
Fill in the date when the debt first was owed by the debtor

3 **Court Judgments**
If you have a court judgment for this debt state the date the court entered the judgment

4 **Total Amount of Claim at Time Case Filed**
Fill in the total amount of the entire claim If interest or other charges in addition to the principal amount of the claim are included check the appropriate place on the form and attach an itemization of the interest and charges

5 **Secured Claim**
Check the appropriate place if the claim is a secured claim You must state the type and value of property that is collateral for the claim attach copies of the documentation of your lien and state the amount past due on the claim as of the date the bankruptcy case was filed A claim may be partly secured and partly unsecured (See DEFINITIONS above)

6 **Unsecured Priority Claim**
Check the appropriate place if you have an unsecured priority claim and state the amount entitled to priority (See DEFINITIONS above) A claim may be partly priority and partly nonpriority if for example the claim is for more than the amount given priority by the law Check the appropriate place to specify the type of priority claim

7 **Credits**
By signing this proof of claim you are stating under oath that in calculating the amount of your claim you have given the debtor credit for all payments received from the debtor

8 **Supporting Documents**
You must attach to this proof of claim form copies of documents that show the debtor owes the debt claimed or if the documents are too lengthy a summary of those documents If documents are not available you must attach an explanation of why they are not available

LESSEE. Exide Corporation

LEASE AGREEMENT NO 1
DATED 06/15/97

a(n) PA corporation
LESSEE'S PRINCIPAL PLACE OF BUSINESS
645 Penn Street Reading, PA 19612

LEASE AGREEMENT

This Lease Agreement (this "Lease") is between Harco Leasing Company, Inc. with its principal offices at 2850 West Golf Road, Rolling Meadows, Illinois 60008 (hereinafter called "Lessor"), and Lessee.

1 AGREEMENT TO LEASE; EQUIPMENT DESCRIPTION. Lessee hereby leases from Lessor the equipment described herein (the "Equipment"), upon the following terms and conditions. Terms defined in an attachment and not otherwise defined herein will have the meanings provided in such attachment. All attachments hereto constitute a part to this Lease.

EQUIPMENT DESCRIPTION

MAKE	MODEL	YEAR	LESSOR'S CAPITALIZED COST	VIN/SERIAL #	CHASSIS DESCRIPT	BODY DESCRIPTION	MONTHLY RENT
Intl	4700	1996	$ 49,285.20	1HTSCAAM7WH519471	Truck	modified beverage body	$ 992.70
Intl	4700	1996	$ 49,285.20	1HTSCAAM9WH519472	Truck	modified beverage body	$ 992.70

2. TERM, RENT AND CHARGES.

(a) TERM. The term of this Lease shall commence on 06/15/97 (the "Rent Commencement Date") and will continue thereafter for the period of Sixty (60) months (the "Lease Term"), unless sooner terminated as provided herein

(b) RENT Lessee agrees to pay to Lessor the following amounts (collectively, the "Rent") during the Lease Term. Commencing on the Rent Commencement Date and on the same day of each calendar month following the Rent Commencement Date, Lessee shall pay to Lessor as Rent for each item of Equipment, without setoff or abatement, the Monthly Rent for such item of Equipment as set forth in Paragraph 1 above; Lessee shall pay to Lessor upon Lessee's execution and delivery of this Lease to Lessor the sum of N/A per month for N/A months as interim rent until the Rent Commencement Date, at which time the scheduled Monthly Rent shall commence. Additionally if there is a day gap between the date of execution of this Lease and the Rent Commencement Date, Lessee shall pay as interim rent a prorated amount based upon a daily rate of one-thirtieth (1/30th) of the full Monthly Rent times the number of days in the aforementioned gap period. In addition, Lessee shall pay Lessor upon Lessee's execution and delivery of this Lease to Lessor the sum of: (i) N/A as additional rent and (ii) $ - as additional advance rent to be applied to the Monthly Rent in inverse order of such Monthly Rent coming due. All Rent will be paid to Lessor at the address set forth above or as otherwise directed by Lessor to Lessee in writing

(c) LATE CHARGE AND SERVICE CHARGE. In the event Lessee's payments of Rent or any other sum required of Lessee to be paid to Lessor under this Lease should become past due, Lessor may charge Lessee a late charge on such past due amounts at the rate of two percent (2%) per month, or if less, the highest rate allowed by Illinois law (the "Default Rate"). If Lessee's check is returned to Lessor unpaid for any reason, Lessor may add a $50.00 service charge to be due by Lessee with the next payment of Rent.

(d) EXCESS MILEAGE CHARGE. Lessee will pay Lessor as additional Rent an amount equal to $ 0.060 per mile for each mile each item of Equipment is driven each year in excess of 75,000 miles (the "Excess Mileage Charge"). Such additional Rent due by Lessee will be determined and paid to Lessor annually on the anniversary of the Rent Commencement Date and upon return of possession of the Equipment to Lessor

3. OWNERSHIP; PERSONAL PROPERTY, SECURITY AGREEMENT Except as provided in Paragraph 14 below, the Equipment is, and will at all times remain, the property of Lessor; and Lessee will have no right, title or interest to such Equipment except the right to use the Equipment as expressly set forth in this Lease. If for any reason whatsoever, this Lease is recharacterized for applicable state law purposes (other than merely state income tax purposes) as a conditional sales contract or some other form of agreement other than a lease, so that for such state law purposes, Lessor is not treated as the owner of the Equipment, then in order to secure the full and prompt payment when due and the full performance of all of Lessee's obligations hereunder, as well as all other obligations of Lessee to Lessor or Lessor's affiliates which may exist from time to time whether or not arising in connection with this Lease, Lessee hereby grants to Lessor a first security interest in and to the Equipment and all replacements, substitutions, additions, accessions and products thereof together with all cash and non-cash proceeds of all of the foregoing, including insurance proceeds. Lessee will execute and deliver to Lessor upon request any and all certificates, instruments, documents and financing statements necessary to further evidence or perfect such grant of security interest.

4 NET LEASE. This Lease is a net lease Lessee is solely responsible for all costs and expenses of every nature arising out of the ownership, leasing, possession, use, operation and maintenance of the Equipment. Lessee's obligation to pay Rent and other amounts due hereunder is absolute and unconditional. Lessee will not be entitled to any abatement or reductions of, or set-offs against, Rent or such 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 or failure of any Equipment to perform as represented by the manufacturer or vendor thereof) of Lessee against Lessor under this Lease or otherwise. Nor will this Lease terminate by reason of any defect in or damage to, or breakdown of or theft of, or loss of possession or use of, or destruction of (collectively, "Loss or Damage"), any Equipment from any cause whatsoever Except as provided in Paragraph 10 below, Lessee will, at Lessee's sole expense, repair or replace any item of Equipment which is subject to Loss or Damage.

Exide Corporation - 01 - 4687770

5. **TAXES; LIENS.** Lessee will report (to the extent that it is legally permissible) and pay promptly all taxes, fees and assessments due or imposed by any taxing authority against or with respect to any Equipment, or the purchase, ownership, delivery leasing, possession, use or operation thereof, this Lease or any Rent or other amounts payable hereunder, 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 of the foregoing taxes, fees and assessments being collectively called "Taxes"). Lessee will (i) reimburse Lessor upon receipt of written request from Lessor 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 when made or filed by Lessee. Lessee will keep the Equipment free and clear of all liens and encumbrances of any kind or nature (collectively, "Liens"), except any Lien placed on the Equipment by Lessor Lessor reserves the right to bill Lessee on a regular basis for any Taxes charged to or assessed against Lessor

6. **INSURANCE.** Lessee will, at its own expense, maintain insurance in companies with ratings of B+ or higher by A.M. Best, providing coverage against (a) public liability including (1) bodily injury including death, with minimum limits of $ 1,000,000 for the claim of any one person (or such higher limits as may be required by Legal Requirements); and (2) public liability property damage, with minimum limits of $250,000 per accident (or such higher limits as may be required by Legal Requirements); and (b) physical damage insurance for the full insurable value of the Equipment for the perils of collision/upset, fire, theft and combined additional coverage (with any deductible not to exceed five percent (5%) of the initial cost of the Equipment). All such insurance coverage will be primary and cover the interests of both the Lessee and the Lessor and Lessor's assigns, as the case may be, and such insurance policies will name the Lessor as a named insured providing thirty (30) day written notice of cancellation, policy change and/or failure of renewal by Lessee; copies of said policies or the applicable CA2001 reflecting all coverages required herein will be sent to Lessor at 2850 West Golf Road, Rolling Meadows, IL 60008, Attn. Harco Insurance Department. None of such insurance policies will contain a co-insurance requirement. All of such insurance will provide that the insurance coverage will not be invalidated or reduced as against Lessor because of any act or omission by Lessee, or any breach of any condition or warranty of the policy or the application therefor by Lessee or any other person or entity Lessee hereby appoints Lessor as Lessee's attorney-in-fact to adjust any losses and to receive, execute and endorse any loss drafts and other related documents, checks or drafts. All expenses incurred by Lessor in connection with adjusting any loss will be paid by Lessee upon demand. Lessee will not adjust any losses without Lessor's prior written consent. Lessor may apply all proceeds of such insurance in its sole discretion.

7 **LESSOR'S PAYMENT OR PERFORMANCE.** If Lessee fails to timely maintain insurance, pay Taxes, discharge Liens or to pay any other amounts payable under this Lease or to timely perform any of Lessee's other obligations under this Lease, Lessor will have the right, but will not be obligated, to obtain such insurance, pay such Taxes, effect such discharge or pay such amount or to perform such obligation. In such event, Lessee will repay to Lessor the cost thereof, together with late charges thereon at the Default Rate, with the next payment of Rent.

8. **USE OF PROPERTY** In order to preserve the value of the Equipment for Lessor, Lessee will: (a) comply with all applicable laws and regulations ("Legal Requirements") relating to the ownership, possession, leasing, use or maintenance of the Equipment; (b) use the Equipment in a careful and prudent manner, keeping the same in good, safe repair, condition and appearance, properly lubricated, properly housed when not in use, all in accordance with the recommendations of the manufacturer of such Equipment; (c) not install any accessory (an "Accessory") on any Equipment if such addition is not readily removable without causing damage to the Equipment or will cause the Lease of such Equipment not to be characterized as a "true lease" for federal, state and local income tax purposes, and all Accessories will automatically become the property of Lessor upon installation; (d) domicile all Equipment in the Continental United States, and Lessee will not allow the Equipment to be used or located outside of the Continental United States or Canada; (e) operate the Equipment in compliance with all Legal Requirements pertaining to health or the environment ("Environmental Laws") in effect in all jurisdictions (including jurisdictions outside of the United States) in which Lessee operates the Equipment; and in connection with the foregoing, Lessee will obtain all permits, licenses and other approvals and authorizations and file all registrations, reports and other notices now or hereafter required under Environmental Laws in connection with the ownership, leasing, possession or operation of the Equipment, and provide copies thereof to Lessor; and Lessee will provide Lessor written notice of any potential or alleged violation of, or non-compliance with any Environmental Law within five (5) business days of the date Lessee becomes aware of such potential or alleged violation or non-compliance; and (f) not use the Equipment for shipment or storage of any explosive, radioactive materials or materials which contain biohazardous waste, polychlorinated biphenyls or dioxins or other extraordinarily hazardous materials.

9 **FAIR MARKET VALUE PURCHASE OPTION.** So long as the Lease Term has not been terminated prior thereto, and provided Lessee is not in default under this Lease, Lessee may elect to purchase (the "Purchase Option") all (but not less than all) of the items of Equipment at the end of the Lease Term (as it may be extended by written agreement of Lessor and Lessee) by giving Lessor written notice of such election at least ninety (90) days prior to the scheduled end of the Lease Term. If for any reason whatsoever Lessee does not give Lessor such a notice at lease ninety (90) days prior to the scheduled end of the Lease Term, then Lessee's right to purchase the Equipment will automatically expire (unless Lessor waives, in writing, the delay).

If Lessee properly exercises the Purchase Option, Lessee will purchase the Equipment immediately upon the termination of the Lease Term on an AS IS basis in its then location for cash for a purchase price equal to its then Fair Market Value, plus all applicable sales and other taxes due with respect to the sale. "Fair Market Value" shall mean the price which Lessor determines in good faith would be obtained in an arms-length transaction between a willing buyer-user and a willing seller (excluding for these purposes, lessees in possession of equipment, used equipment dealers and other discount purchasers), neither under any compulsion to sell or to buy; provided, however, in making a determination of Fair Market Value for these purposes (1) the Equipment shall be deemed to be in at least as good condition as it is required to be maintained under this Lease, and (2) costs of removal from the then location of the Equipment shall not be deducted from the Fair Market Value as otherwise determined.

10 **CASUALTY** Lessee will promptly notify lessor in writing if any Equipment becomes worn out, lost, stolen, destroyed, irreparably damaged, or permanently rendered unfit for use from any cause whatsoever (a "Casualty Occurrence"). In the event of a Casualty Occurrence, Lessee will, on the Rent payment date next succeeding the Casualty Occurrence (the "Payment Date"), pay Lessor the sum of (i) all Rent and other amounts which are due hereunder as of the Payment Date plus (ii) the present value of all future Rent and other amounts which would have become due under this Lease during the portion of the scheduled Lease Term following the Payment Date, plus (iii) the present value of the Residual Value (defined below) of the Equipment. Upon payment of all sums due hereunder on the Payment Date, the Lease Term as to such Equipment only will terminate and Lessee will no longer be obligated to return such Equipment to Lessor Lessee will promptly notify Lessor in writing if any Equipment is lost or damaged where the estimated repair costs would exceed ten percent (10%) of its then estimated Fair Market Value (as defined in Paragraph 9 above) or is otherwise involved in an accident causing any injury to any person or damage to any property The "Residual Value" of the Equipment shall mean the Lessor's reasonable estimate of what the Fair Market Value of the Equipment would have been at the end of the scheduled Lease Term had there been no Casualty Occurrence and the Equipment had been returned to Lessor in accordance with Paragraph 11 below For purposes of this Lease, present value shall be determined using the rate implicit in this Lease of such Equipment.

11 **RETURN OF PROPERTY** Upon expiration or earlier termination of the Lease Term, Lessee will return the Equipment and all Accessories attached thereto, transportation prepaid by Lessee, to Lessor at the address designated by Lessor, in at least as good condition and running order as when received by Lessee, ordinary wear and tear excepted. Any and all tires must have at least fifty percent (50%) tread and otherwise meet the qualifications for tires suggested by the manufacturer of such equipment. All mechanical and electrical systems and equipment must be in good working order, including all Accessories. All Equipment must be operable safely under full load. In addition, the Equipment must meet the conditions for return of Equipment, if any, set forth in the applicable attachment hereto (the "Return Conditions"). Any and all damages including but not limited to any missing or damaged parts and accessories, broken glass, cracked motor blocks, dented metal or moldings, tears, and other damages in excess of ordinary wear and tear, necessary to be replaced or repaired to put Equipment in condition for resale or to meet the Return Conditions, will be paid for by Lessee upon demand. Charge for such repairs may be made at the time Equipment is returned to Lessor as provided herein. Any such damages or failure to meet Return Conditions not readily capable of discovery upon the return of the Equipment solely by a visual inspection (and without operating the Equipment or testing it) will remain the responsibility of Lessee, and Lessee will pay Lessor's charges therefor upon demand. Lessee will deliver to Lessor all maintenance and repair records pertaining to each item of Equipment returned to Lessor, as well as all other documents, permits and license plates pertaining thereto. All of Lessee's obligations herein will survive the expiration of the Lease Term or other termination of this Lease with respect to all items of Equipment.

12. **EVENTS OF DEFAULT** The occurrence of any one of the following events will at the option of Lessor, constitute an event of default under this Lease (an "Event of Default"): (a) failure by Lessee to pay any Rent when due, or failure by Lessee to pay when due any other sum payable hereunder by Lessee, (b) failure by Lessee to perform any other term, covenant or condition of this Lease or any attachment hereto or any other document, agreement or instrument executed by Lessee pursuant hereto or in connection herewith; (c) default by Lessee under any agreement now existing or hereafter made with Lessor or with any of Lessor's affiliates; (d) Lessee ceases doing business as a going concern, is insolvent, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is subject to an involuntary petition in bankruptcy, is adjudicated bankrupt or insolvent, files or has filed against it a petition seeking any reorganization, arrangement or composition under any present or future statute, law or regulation; or (e) any of Lessee's or any guarantor of Lessee's obligation under this Lease ("Guarantor") made in any such guaranty ("Guaranty") representations or warranties made herein (including in any attachment hereto) or any Guaranty or on any statement or certificate at any time given in writing by Lessee or any Guarantor pursuant hereto or in connection herewith is false or misleading in any material respect.

13. **REMEDIES.** Should any Event of Default occur and be continuing Lessor may, with or without notice or demand upon Lessee, pursue and enforce, successively or concurrently, any one or more of the following remedies with respect to some or all of the Equipment as Lessor may determine in its sole discretion:

(a) Without retaking possession of such Equipment (1) recover from Lessee all accrued and unpaid Rents and other amounts then due and owing under this Lease with respect to such Equipment and (2) cause to become immediately due and payable and recover from Lessee, not as a penalty, but as liquidated damages for the breach of this Lease, the Economic Loss (as defined below) with respect to such Equipment. Upon payment of all such amounts and all other amounts then due by Lessee to Lessor under this Lease, Lessee will no longer be obligated to return such Equipment to Lessor and the Lease Term thereof will automatically terminate. The "Economic Loss" with respect to an item of Equipment shall equal the sum of (i) the present value of all future Rent and other amounts which are scheduled to become due during the remainder of the scheduled Lease Term, plus (ii) the present value of the Residual Value of the Equipment, plus (iii) the Make Whole Amount. The "Make Whole Amount" shall equal ten percent (10%) of the sum of clauses (i) and (ii) of the preceding sentence.

(b) Retake possession of such Equipment by Lessor, its agents, employees or independent contractors or by requiring Lessee to assemble and surrender Equipment (in accordance with the provisions of Paragraph 11 above), all without Lessor having any liability thereof to Lessee, which liability is hereby expressly waived, and (1) terminate the Lease Term thereof as to such Equipment, (2) recover from Lessee all accrued and unpaid Rents and other amounts owing under the terms hereof, (3) sell such Equipment at public or private sale, and recover from Lessee the amount, if any, by which the proceeds of sale (net of all costs of sale) are less than the Economic Loss with respect to such Equipment calculated as of the Rent payment date immediately preceding the date the Lease Term is terminated, and (4) recover from Lessee all of Lessor's costs incurred to retake possession of such Equipment (including reasonable attorney's fees and expenses). If the net proceeds of sale of any item of Equipment exceed the Economic Loss with respect to such item, Lessor may retain such excess.

(c) Pursue any other remedy Lessor may otherwise have hereunder, at law in equity or under any statute, and recover such other actual damages as may be incurred by Lessor

Lessor's pursuit and enforcement of any one or more remedies with respect to this lease or any items of Equipment will not be deemed an election or waiver by Lessor of any other remedy with respect thereto or other items of Equipment. Although Lessor will attempt in good faith to mitigate its damages, Lessor will not be obligated to sell or re-lease the Equipment. Any sale may be held at such place or places as are selected by Lessor, with or without having the Equipment present. Any sale may be at wholesale or retail, in bulk or in parcels. Time and exactitude of each of the terms and conditions of this Lease, including each attachment hereto, are of the essence. Lessor may accept past due payments without modifying the terms of this Lease and without waiving any further rights of Lessor hereunder and such acceptance will not constitute the establishment of a course of conduct by Lessor that may be relied upon by Lessee. Except as expressly provided herein, neither Lessor nor Lessee will be liable to the other for any consequential or incidental damages arising from a default hereunder Lessee will pay to Lessor all costs and expenses incurred by Lessor in enforcing any of the terms, conditions or provisions contained herein or elsewhere in this Lease, including without limitation reasonable attorney's fees of collection agencies, costs to repossess Equipment and other out of pocket expenses.

14 **ASSIGNMENT**

(a) **LESSEE WILL NOT ASSIGN OR ENCUMBER THE INTEREST OF LESSEE HEREUNDER, NOR WILL LESSEE SUBLEASE OR ENCUMBER ANY EQUIPMENT, WITHOUT IN EACH INSTANCE THE PROPER WRITTEN CONSENT OF LESSOR.**

(b) Lessor may assign or encumber its interest in this Lease or sell or encumber any of the Equipment without notice to Lessee. Lessee hereby waives and agrees not to assert against any such assignee, purchaser or lienholder any defense, set-off, counterclaim or recoupment claim which Lessee has or may at any time have against Lessor for any reason whatsoever If Lessee is given notice of such assignment, sale or Lien, Lessee agrees to acknowledge receipt of the foregoing in writing, and if so directed in such notice, to pay directly to such assignee, purchaser or lienholder all Rent and other amounts thereafter due hereunder with respect to the affected Equipment. Each such assignee, purchaser or lienholder will have all of the rights, but none of the obligations (except as provided in the immediately following sentence), of Lessor under this Lease with respect to the affected Equipment. In the case of a sale of any of the Equipment or an outright assignment of this Lease (which assignment is not intended as a security interest), then the purchaser or assignee may also assume the obligations of Lessor arising from and after the date of such sale or assignment with respect to the affected Equipment, and Lessor will be released from any and all obligations thereafter arising under this Lease with respect to the affected Equipment. Subject to the foregoing, this Lease will inure to the benefit of and be binding upon the successors and assigns of the parties hereto. Lessee also acknowledges that Navistar Financial Corporation or its successors or assigns has, as of the date hereof, a first priority lien on the Equipment.

15. **NO WARRANTIES BY LESSOR. LESSEE ACKNOWLEDGES THAT THE EQUIPMENT IS OF SIZE, DESIGN, CAPACITY, DESCRIPTION AND MANUFACTURE SELECTED BY LESSEE, THAT LESSEE IS SATISFIED THAT THE SAME IS SUITABLE FOR ITS PURPOSE, LESSOR IS NOT THE VENDOR NOR MANUFACTURER OF THE EQUIPMENT AND HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY, OR COVENANT, WITH RESPECT TO THE CONDITION, QUALITY, SAFETY, DURABILITY, SUITABILITY FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OR FITNESS OF EQUIPMENT IN ANY RESPECT OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE EQUIPMENT, AND LESSOR MAKES NO REPRESENTATION OR WARRANTY THAT ANY EQUIPMENT CONFORMS TO THE SPECIFICATIONS OF ANY VENDOR AGREEMENT OR SCHEDULE. LESSEE ACCEPTS RESPONSIBILITY WITH RESPECT TO ALL SUCH RISKS, AND LESSOR WILL HAVE NO RESPONSIBILITY THEREFOR.**

16. **WAIVER AND INDEMNITY**

(a) Lessor will have no responsibility or liability to Lessee, and Lessee hereby waives any and all claims against Lessor, with respect to any of the following, regardless of any negligence of Lessor, (i) any liability, loss or damage caused directly or indirectly by any Equipment, and inadequacy thereof, any deficiency or defect (latent of 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.

(b) Lessee will indemnify and defend Lessor against, and hold Lessor harmless from, any and all claims, losses, actions, damages, expenses (including reasonable attorney fees), obligations, liabilities and Liens (collectively, "Claims"), whether foreseeable or unforeseeable, arising out of this Lease or the ownership, lease, possession, operation, condition, return or use of any Equipment, regardless of the reason therefor and including without limitation any Claims arising under the doctrine of "strict liability" or by operation of law or as the result of the violation or alleged violation or application of any Environmental Laws. Lessee agrees that upon written notice by Lessor of the assertion, filing or incurrence of any Claims, Lessee will assume full responsibility for the defense thereof with counsel satisfactory to Lessor Lessee agrees to inform Lessor within five (5) business days of receipt of notice or Lessee's otherwise becoming aware of any Claims.

(c) Lessee will also indemnify and defend Lessor against and hold Lessor harmless from, any and all Claims (as defined in Paragraph 16(b) above), including without limitation, any lost income tax deductions, credits or other benefits, arising out of any act or omission (even if otherwise allowed under the provisions of this Lease) or breach of any representation or warranty hereunder by Lessee or any of its successors, assigns, sublessees or licensees, which act or omission or breach could result in either (i) the lease hereof of any item of Equipment being characterized as something other than a lease for federal, state or local income tax purposes or (ii) Lessor (or its successors or assigns) not being treated as the owner of any item of Equipment for federal, state or local income tax purposes. Lessee shall not take any action or fail to take any action, which would result in the Lessor (or its successors or assigns) not being treated as the owner of the Equipment for federal, state or local income tax purposes.

17 **REPRESENTATIONS AND WARRANTIES OF LESSEE.** Lessee hereby represents and warrants to Lessor that (a) the Equipment will at all times be used by Lessee solely for commercial or business purposes of Lessee, (b) all of the Equipment has been delivered to Lessee, (c) Lessee has inspected the Equipment to the full extent Lessee deems desirable, (d) Lessee accepts the Equipment and agrees that Lessor's obligations under this Lease as to delivery of the Equipment and as to the condition of the Equipment have been completely fulfilled, and (e) Lessee is not in default under this Lease, and to Lessee's knowledge, Lessor is not in default hereunder

18. **REPORTS.** Lessee will notify Lessor in writing, within ten (10) days after any Lien attaches to any Equipment, and the details thereof. Lessee will promptly notify Lessor of a change in the address of Lessee's principal place of business. Lessee will reimburse Lessor for all costs and expenses incurred by Lessor as a result any change in address of Lessee, including without limitation, filing, registration, licensing and permitting fees. Upon the request of Lessor, Lessee will notify Lessor immediately in writing of the location of any Equipment. Lessee will provide Lessor with such financial statements and other documents as Lessor may reasonably request from time to time.

19 **NOTICES.** Service of all notices under this Lease will be sufficient if given personally or mailed or sent by nationally recognized overnight courier service to the party involved as its respective address set forth herein, or at such other address as said party may provide in writing from time to time. Any such notice will be effective when given personally (or if delivery is refused, when refused), or three (3) business days after being deposited in the United States mail, duly addressed and with postage prepaid or one (1) business day after being sent by nationally recognized overnight courier service, duly addressed and with delivery charges prepaid.

20. **MISCELLANEOUS.** If more than one Lessee is named in this Lease, the liability of each will be joint and several. This Lease, and all other Documents executed pursuant hereto or in connection herewith and the rights and obligations of the parties hereunder and thereunder will be governed by the laws of the state of Illinois, without regard to its conflicts of laws rules. If any provisions of this Lease (including any remedy) is held to be invalid under any applicable law such provision will be inapplicable and deemed omitted, but the remaining provisions of this Lease will remain effective in accordance with their terms. No endorsement or statement on any check or any letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction. **LESSEE HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTIONS OR PROCEEDINGS WHICH PERTAINS DIRECTLY OR INDIRECTLY TO THE LEASE.** All representations, warranties, indemnities and covenants contained in this and in any other Document will continue in full force and effect and will survive notwithstanding the full payment of all amounts due hereunder or the termination or any Lease Term of Lessee's right possession of any Equipment. Headings and captions are for convenience and reference only and will not be construed as part of this Lease. Lessee will permit Lessor to inspect any Equipment during normal business hours, but Lessor will have no obligation to do so. If Lessor performs any such inspection, Lessee cannot and will not rely thereon and Lessor will have no liability whatsoever to Lessee arising from any such inspection, it being acknowledged by Lessee that any such inspections by Lessor will done solely for Lessor's purposes No change, modification, or alteration of, and no additions to, the terms and provisions of this Lease will be effective or binding upon Lessor unless the same is in writing and signed by the Lessor Lessee understands and agrees that neither the seller not the manufacturer of the Equipment, nor any salesperson or other agent of the seller or the manufacturer of the Equipment, is an agent of Lessor or authorized to waive or alter any term or condition of this Lease. This instrument, together with all attachments hereto and the other Documents contains the entire agreement between Lessee and Lessor relating to this Lease of Equipment.

THIS LEASE CANNOT BE CANCELED OR TERMINATED BY LESSEE OTHER THAN BY FULL COMPLIANCE WITH THE PROVISIONS HEREOF

ACCEPTED BY LESSOR.

HARCO LEASING COMPANY, INC.
at 2850 West Golf Road
Rolling Meadows, IL 60008

By _____
Its Authorized Representative

LESSEE.

Exide Corporation

By: _____
Its. _____

Attest: _____

HL4020 11/96

ATTACHMENT 2 - RETURN CONDITIONS

To Lease Agreement Number 1 Dated 08/15/97
Between Exide Corporation
_____, as LESSEE
and HARCO LEASING COMPANY, INC , AS LESSOR

Lessee agrees that the truck and equipment, at time of turn in, will meet the following terms and conditions, or in lieu of making the necessary repairs will reimburse Lessor for its costs to restore said truck and equipment to such condition.

1 Unit(s) will be road worthy, capable of operating as originally designed.

2. Body, dent and/or rust damage allowance will be $250 or less, including fuel tanks and bumpers.

3. Unit(s) will be de-identified by customer prior to turn in with minimal paint damage

4 No broken, cracked, or chipped glass will be accepted from customer

5 All standard, optional and safety equipment (fire extinguisher, mud flaps, etc.) on or in truck chassis and attached body (if applicable) must be included and must be in good working order

6 Engine must pass a Dynometer test for 75% of rated horsepower Blow by will conform to the engine manufacturer's specificati All electronic engines must have the password removed prior to turn-in.

7 No oil/grease leaks on engine or drive train.

8 Crankcase, manifold and fuel pressure must not exceed manufacturer's specs

9 Brake linings must be at least 9/32"

10 Brake drums must be D O T acceptable, no external crack(s) No missing rotor or drum and/or in danger of falling off

11 Batteries will start the truck unassisted. Electrical system to be fully operational

12. Steer tires will be matched original highway tread - 9/32" tread depth per tire, to be measured at inside 2nd groove

13 Drive tires will be matched original or recapped traction tread - 9/32" tread depth per tire No casings accepted that do not meet D O T requirements. Measured at groove closest to center line of each tire

14 No broken frames, springs, axles, axle housings, and fifth wheels will be accepted.

15 Lessee will make repairs and/or corrections as noted on appraisal within ten (10) working days.

This Attachment 2 when executed by Lessee supersedes and replaces the return provisions contained in Section 11 RETURN OF PROPERTY of the above described Master Lease

INITIALS _____ _____
LESSEE LESSOR

ATTACHMENT 4 - PURCHASE OPTION

To Lease Agreement Number 1 Dated 08/15/97

Between Exide Corporation, as LESSEE

and HARCO LEASING COMPANY, INC , AS LESSOR

This Attachment 4, this "Attachment", is hereby made part of the Lease Agreement to which it is attached. However, to the extent there is a conflict between the terms of the Lease Agreement and the terms of this Attachment, the terms of this Attachment shall be controlling. Capitalized terms used in this Attachment without definition shall have the meanings provided in the Lease Agreement.

PURCHASE OPTION DELETED

The Purchase Option set forth in Paragraph 9 of the Lease as originally written is hereby deleted and not made available to the Lessee

PURCHASE OPTION

So long as the Lease Term has not been terminated prior thereto, and provided Lessee is not in default under the Lease, Lessee may elect to purchase all (but not less than all) of the Items of Equipment at the end of the Lease Term by giving Lessor written notice of such election at least ninety (90) days prior to the then scheduled end of the Lease Term. If for any reason whatsoever Lessee does not give Lessor such a notice at least ninety (90) days prior to the then scheduled end of the Lease Term, then Lessee's right to purchase the Equipment shall automatically expire (unless Lessor waives, in writing, the delay). If Lessee properly exercises its right to purchase the Equipment, the Lessee shall purchase the Equipment immediately upon the termination of the Lease Term on an AS IS basis in its then location for cash for a purchase price equal to the amounts set forth below, plus all applicable sales and other taxes due with respect to the sale

Unit No.	Model No.	VIN/Serial No.	Body Description	Purchase Price
1	4700	1HTSCAAM7WH519471	modified beverage body	$ 1 00
1	4700	1HTSCAAM9WH519472		$ 1 00

INITIALS

LESSEE

LESSOR

ATTACHMENT 7 - LESSEE STATEMENT RE: FEDERAL INCOME TAXES

To Lease Agreemnt Number 1 Dated 08/15/97
Between Exide Corporation
, as LESSEE
and HARCO LEASING COMPANY, INC , AS LESSOR

This Attachment 9 (this "Attachment") is hereby made a part of the Schedule A to which it is attached Capitalized terms used in this Attachment without definition shall have the meanings provided in the Master Lease and the Schedule A

The undersigned, as Lessee under the Lease, hereby represents, warrants, and certifies, under penalties of perjury, that, in respect of the Schedule A.

1 Lessee intends that more than fifty percent (50%) of the use of the Equipment is to be in its trade or business; and

2. Lessee has been advised and agree that LESSEE WILL NOT BE TREATED AS THE OWNER OF THE EQUIPMENT FOR FEDERAL INCOME TAX PURPOSES

LESSEE

Exide Corporation

BY
ITS

DATE 8/27/97

Exxon Corp 0001

STATE OF ILLINOIS

CERTIFICATE OF TITLE OF A VEHICLE

VEHICLE IDENTIFICATION NO.	YEAR	MAKE	ODOMETER
1HTSCAAN9WH519472	98	INTERNATIONAL	

MODEL	BODY STYLE	NO. CYL	HP/CCM	PURCHASE DATE	PURCHASED
4170	TRUCK			09/22/97	NEW

TITLE NO.	ISSUE DATE	MOBILE HOME SQ. FT	TYPE OF TITLE
T7282395043	10/09/97		ORIGINAL

MAILING ADDRESS

NAVISTAR FINANCIAL CORP
2850 W GOLF RD
ROLLING MEADOWS IL 60008

LEGEND(S)

MILEAGE NOT REQUIRED

OWNER(S) NAME AND ADDRESS

HARCO LEASING CO INC
115 ALEXANDRA WAY
CAROL STREAM IL 60188

FIRST LIENHOLDER NAME AND ADDRESS

NAVISTAR FINANCIAL CORP
2850 W GOLF.RD
ROLLING MEADOWS IL 60008

SECOND LIENHOLDER NAME AND ADDRESS

RELEASE OF LIEN

The holder of Lien on the vehicle described in this Certificate does hereby state that the lien is released and discharged.

_____ Firm Name By _____ Signature of Authorized Agent Date _____

_____ Firm Name By _____ Signature of Authorized Agent Date _____

I, George H. Ryan, Secretary of State of the State of Illinois, do hereby certify that according to the records on file with my Office, the person or entity named hereon is the owner of the vehicle described hereon, which is subject to the above named liens and encumbrances, if any. IN WITNESS WHEREOF, I HAVE HERETO AFFIXED MY SIGNATURE AND THE GREAT SEAL OF THE STATE OF ILLINOIS, AT SPRINGFIELD.

D12205305

CONTROL NO.

George H Ryan

GEORGE H. RYAN, Secretary of State

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS

Exhibit Gee 00001

STATE OF ILLINOIS

CERTIFICATE OF TITLE OF A VEHICLE

VEHICLE IDENTIFICATION NO.	YEAR	MAKE	ODOMETER
1HTSCAAM7WH519471	98	INTERNATIONAL	

MODEL	BODY STYLE	NO. CYL.	HP/CCM	PURCHASE DATE	PURCHASED
4170	TRUCK			09/22/97	NEW

TITLE NO	ISSUE DATE	MOBILE HOME SQ. FT	TYPE OF TITLE
T7282395044	10/09/97		ORIGINAL

MAILING ADDRESS

NAVISTAR FINANCIAL CORP
2850 W GOLF RD
ROLLING MEADOWS IL 60008

LEGEND(S)

MILEAGE NOT REQUIRED

OWNER(S) NAME AND ADDRESS

HARCO LEASING COMPANY INC
115 ALEXANDRA WAY
CAROL STREAM IL 60188

FIRST LIENHOLDER NAME AND ADDRESS

NAVISTAR FINANCIAL CORP
2850 W GOLF RD
ROLLING MEADOWS IL 60008

SECOND LIENHOLDER NAME AND ADDRESS

RELEASE OF LIEN

The holder of Lien on the vehicle described in this Certificate does hereby state that the lien is released and discharged.

_____ By _____ Date _____
Print Name — Signature of Authorized Agent

_____ By _____ Date _____
Print Name — Signature of Authorized Agent

I, George H. Ryan, Secretary of State of the State of Illinois, do hereby certify that according to the records on file with my Office, the person or entity named hereon is the owner of the vehicle described hereon, which is subject to the above named liens and encumbrances, if any.

IN WITNESS WHEREOF, I HAVE HERETO AFFIXED MY SIGNATURE AND THE GREAT SEAL OF THE STATE OF ILLINOIS, AT SPRINGFIELD

D12205307
CONTROL NO.

George H Ryan
GEORGE H. RYAN, Secretary of State

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS

00003

0771818

791

LESSEE EXIDE CORPORATION

LEASE AGREEMENT NO. 2

a(n) PA corporation

DATED July 1, 1998

LESSEE'S PRINCIPAL PLACE OF BUSINESS
READING, PA

CITY AND STATE OF EQUIPMENT DOMICILE
Knoxville TN

PHONE NO. 800-458-6160
FAX NO

LEASE AGREEMENT

The Lease Agreement (this "Lease") is between Navistar Leasing Company with its principal office at 2850 West Golf Road, Rolling Meadows, Illinois 60008 (hereinafter called "Lessor"), and Lessee.

1 **AGREEMENT TO LEASE; EQUIPMENT DESCRIPTION.** Lessee hereby leases from Lessor the equipment described herein (the "Equipment"), upon the following terms and conditions. Terms defined in an attachment and not otherwise defined herein will have the meanings provided in such attachment. All attachments hereto constitute a part of this Lease. To the extent there is a conflict between the terms of Paragraphs 2 through 21 hereof and the terms of an attachment, the terms of the attachment shall be controlling

EQUIPMENT DESCRIPTION

MAKE	MODEL	YEAR	VIN/SERIAL #	CHASSIS DESCRIPTION	BODY DESCRIPTION	MONTHLY RENT	CAPITALIZED COST
INTL	4700	1998	1HTSCAAM9XH617046	TRUCK	MICKEY BODY	$ 983.29	$ 47,824.83
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -

2. **TERM, RENT AND CHARGES.**

(a) **TERM.** The term of this Lease shall commence on July 1, 1998 (the "Rent Commencement Date") and will continue thereafter for the period of sixty (60) months (the "Lease Term"), unless sooner terminated as provided herein. Term"), unless sooner terminated as provided herein.

(b) **RENT.** Lessee agrees to pay to Lessor the following amounts (collectively, the "Rent") during the Lease Term. Commencing on the Rent Commencement Date and on the same day of each calendar month following the Rent Commencement Date, Lessee shall pay to Lessor as Rent for each item of Equipment, without setoff or abatement, the Monthly Rent for such item of Equipment as set forth in Paragraph 1 above. Additionally, if there is a day gap between the date of execution of this Lease and the Rent Commencement Date, Lessee shall pay as interim rent a prorated amount based upon a daily rate of one-thirtieth (1/30th) of the full Monthly Rent times the number of days in the aforementioned gap period. In addition, Lessee shall pay Lessor upon Lessee's execution and delivery of this Lease to Lessor the sum of (i) $ - as additional rent and (ii) $ - as additional advance rent to be applied to the Monthly Rent in inverse order of such Monthly Rent coming due. All Rent will be paid to Lessor at P O. Box 98454, Chicago, Illinois 60693 or as otherwise directed by Lessor to Lessee in writing.

(c) **LATE CHARGE AND SERVICE CHARGE.** In the event Lessee's payments of Rent or any other sum required of Lessee to be paid to Lessor under this Lease should become past due, Lessor may, with or without declaring Lessee to be in default hereunder, charge Lessee a late charge on such past due amounts at the rate of two percent (2%) per month, or if less, the highest rate allowed by Illinois Law (the "Default Rate"). If Lessee's check is returned to Lessor unpaid for any reason, including but not limited to non-sufficient funds in Lessee's account, Lessor may add a $50.00 service charge to be due by Lessee with the next payment of Rent.

(d) **EXCESS MILEAGE CHARGE.** Lessee will pay Lessor as additional Rent an amount equal to $ 0.060 per mile for each mile such item of Equipment is driven each year in excess of 60,000 miles (the "Excess Mileage Charge"). Such additional Rent due by Lessee will be determined and paid to Lessor annually on the anniversary of the Rent Commencement Date and upon return of possession of the Equipment to Lessor

(e) **HOLDOVER RENT** In the event Lessee fails to return the Equipment to Lessor upon the expiration or earlier termination of the Lease Term in accordance with Paragraph 12 below, in addition to all other remedies available to Lessor as a result thereof, Lessee shall pay to Lessor upon demand Rent for each day such breach continues in an amount equal to 110% of one-thirtieth (1/30th) of the full Monthly Rent applicable during the Lease Term. Lessor's acceptance of such Rent shall not relieve Lessee of any of its obligations under this Lease or constitute the consent of Lessor to permit Lessee to continue to delay returning the Equipment to Lessor in accordance with Paragraph 12.

3. **OWNERSHIP; PERSONAL PROPERTY, SECURITY AGREEMENT.** Except as provided in Paragraph 15 below the Equipment is, and will at all times remain, the property of Lessor; and Lessee will have no right, title or interest to such Equipment except the right to use the except the right to use the Equipment as expressly set forth in this Lease. If for any reason whatsoever, the Lease is recharacterized for applicable state law purposes (other than merely state income tax purposes) as a conditional sales contract or some other form of agreement other than a lease, so that for such state law purposes, Lessor is not treated as the owner of the Equipment, then in order to secure the full and prompt payment when due and the full performance of all of Lessee's obligations hereunder, as well as all other obligations of Lessee to Lessor or Lessor's affiliates which may exist from time to time whether or not arising in connection with this Lease, Lessee hereby grants to Lessor a first priority security interest in and to the Equipment and all replacements, substitutions, additions, accessions and products thereof, together with all cash and non-cash proceeds of all of the foregoing, including insurance proceeds. Lessee will execute and deliver to Lessor upon request any and all certificates, instruments, documents and financing statements necessary to further evidence or perfect such grant of security interest.

4. **NET LEASE.** This Lease is a net lease. Lessee is solely responsible for all costs and expenses of every nature arising out of the ownership, leasing, possession, use, operation and maintenance of the Equipment. Lessee's obligation to pay Rent and other amounts due hereunder is absolute and unconditional. Lessee will not be entitled to any abatement or reductions of, or set-offs against, Rent or such 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 or failure of any Equipment to perform as represented by the manufacturer or vendor thereof) of Lessee against Lessor under this Lease or otherwise. Nor will this Lease terminate by reason of any defect in or damage to, or breakdown of, or theft of, or loss of possession or use of, or destruction of (collectively, "Loss or Damage"), any Equipment from any cause whatsoever. Except as provided in Paragraph 11 below, Lessee will, at Lessee's sole expense, repair or replace any item of Equipment which is subject to Loss or Damage.

5. **TAXES, LIENS.** Lessee will have no liability for taxes imposed by the United States or any State or political subdivision thereof which are on or measured by the net income of the Lessor. Lessee will report (to the extent that it is legally permissible) and pay promptly all taxes, fees and assessments due or imposed by any taxing authority against or with respect to any Equipment, or the purchase, ownership, delivery, leasing, possession, use or operation thereof, this Lease or any Rent or other amounts payable hereunder, 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 of the foregoing taxes, fees and assessments being collectively called "Taxes"). Lessee will (i) reimburse Lessor upon receipt of written request from Lessor 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 when made or filed by Lessee. Lessee will keep the Equipment free and clear of all liens and encumbrances of any kind or nature(collectively, "Liens"), except any Lien placed on the Equipment by Lessor. Lessor reserves the right to bill Lessee on a regular basis for any Taxes charged to or assessed against Lessor.

6. **INSURANCE.** Lessee will, at its own expense, maintain insurance in companies with ratings of B+ or higher by A.M. Best, providing coverage against (a) public liability including (1) bodily injury, including death, with minimum limits of $ 1,000,000 for the claim of any one person (or such higher limits as may be required by Legal Requirements); and (2) public liability property damage, with minimum limits of $250,000 per accident (or such higher limits as may be required by Legal Requirements); and (b) physical damage insurance for the full insurable value of the Equipment for the perils of collision/upset, fire, theft and combined additional coverage (with any deductible not to exceed five percent (5%) of the initial cost of the Equipment). All such insurance coverage will be primary and cover the interests of the Lessee, Lessee's permitted sublessees and assigns and the Lessor and Lessor's assigns, as the case may be, and such insurance policies will name the Lessor as a named insured providing thirty (30) day written notice of cancellation, policy change and/or failure of renewal by Lessee; copies of said policies or the applicable CA2001 reflecting all coverages required herein will be sent to Lessor at 2850 West Golf Road, Rolling Meadows, IL 60008, Attn: Leasing Department. None of such insurance policies will contain a co-insurance requirement. All of such insurance policies will provide that the insurance coverage will not be invalidated or reduced as against Lessor because of any act or omission by Lessee, or any breach of any condition or warranty of the policy or the application therefor by Lessee or any other person or entity. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to adjust any losses and to receive, execute and endorse any loss drafts and other related documents, checks or drafts. All expenses incurred by Lessor in connection with adjusting any loss will be paid by Lessee upon demand. Lessee will not adjust any losses without Lessor's prior written consent. Lessor may apply all proceeds of such insurance in its sole discretion.

7. **LESSOR'S PAYMENT OR PERFORMANCE.** If Lessee fails to timely maintain insurance, pay Taxes, discharge Liens or to pay any other amounts payable under this Lease or to timely perform any of Lessee's other obligations under this Lease, Lessor will have the right, but will not be obligated, to obtain such insurance, pay such Taxes, effect such discharge or pay such amount or to perform such obligation. In such event, Lessee will repay to Lessor the cost thereof, together with late charges thereon at the Default Rate, with the next payment of Rent.

8. **USE OF PROPERTY.** In order to preserve the value of the Equipment for Lessor, Lessee will: (a) comply with all applicable laws and regulations ("Legal Requirements") relating to the ownership, possession, leasing, use or maintenance of the Equipment; (b) use the Equipment in a careful and prudent manner, keeping the same in good, safe repair, condition and appearance, properly lubricated, properly housed when not in use, all in accordance with the recommendations of the manufacturer of such Equipment; (c) not install (an "Accessory") on any Equipment if such addition is not readily removable without causing damage to the Equipment or will cause the Lease of such Equipment not to be characterized as a "true lease" for federal, state and local income tax purposes, and all Accessories will automatically become the property of Lessor upon installation; (d) domicile all Equipment in the Continental United States, and Lessee will not allow the Equipment to be used or located outside of the Continental United States or Canada; (e) operate the Equipment in compliance with all Legal Requirements pertaining to health or the environment ("Environmental Laws") in effect in all jurisdictions (including jurisdictions outside of the United States) in which Lessee operates the Equipment; and in connection with the foregoing, Lessee will obtain all permits, licenses and other approvals and authorizations, and file all registrations, reports and other notices now or hereafter required under Environmental Laws in connection with the ownership, leasing, possession or operation of the Equipment, and provide copies thereof to Lessor; and Lessee will provide Lessor written notice of any potential or alleged violation of, or non-compliance with, any Environmental Law within five (5) business days of the date Lessee becomes aware of such potential or alleged violation or non-compliance; and (f) not use the Equipment for shipment or storage of any explosive, radioactive materials or materials which contain biohazardous waste, polychlorinated biphenyls or dioxins or other extraordinarily hazardous materials.

9. **FAIR MARKET VALUE PURCHASE OPTION.** So long as the Lease Term has not been terminated prior thereto, and provided Lessee is not in default under this Lease, Lessee may elect to purchase (the "Purchase Option") all (but not less than all) of the items of Equipment at the end of the Lease Term (as it may be extended by written agreement of Lessor and Lessee) by giving Lessor written notice of such election at least ninety (90) days prior to the then scheduled end of the Lease Term. If for any reason whatsoever Lessee does not give Lessor such a notice at least ninety (90) days prior to the then scheduled end of the Lease Term, then Lessee's right to purchase the Equipment will automatically expire (unless Lessor waives, in writing, the delay).

If Lessee properly exercises the Purchase Option, Lessee will purchase the Equipment immediately upon the termination of the Lease Term on an AS *IS basis in its then location* for cash for a purchase price equal to its then Fair Market Value, plus all applicable sales and other taxes due with respect to the sale. "Fair Market Value" shall mean the price which Lessor determines in good faith would be obtained in an arms-length transaction between a willing buyer-user and a willing seller (excluding for these purposes, lessees in possession of equipment, used equipment dealers and other discount purchasers), neither under any compulsion to sell or to buy; provided, however, in making a determination of Fair Market Value for these purposes (1) the Equipment shall be deemed to be in at least as good condition as it is required to be maintained under this Lease, and (2) costs of removal from the then location of Equipment shall not be deducted from the Fair Market Value as otherwise determined.

10. **SERVICER.** Lessor may from time to time designate and empower a person or an entity to act on its behalf and to take any and all actions necessary or desirable on behalf of Lessor in connection with this Lease, whether in the name of Lessor or in the name of said persons or entities. Any such person or entity of which Lessor gives Lessee notice shall be referred to in the acts of Navistar Financial Corporation or any successor Servicer in any matters directly or indirectly concerned with this Lease or the Equipment, as the acts of Lessor, without further inquiry as to such Servicer's power and authority to do so.

11 **CASUALTY.** Lessee will promptly notify Lessor in writing if any Equipment becomes worn out, lost, stolen, destroyed, irreparably damaged, or permanently rendered unfit for use from any cause whatsoever (a "Casualty Occurrence"). In the event of a Casualty Occurrence, Lessee will, on the Rent payment date next succeeding the Casualty Occurrence (the "Payment Date"), pay Lessor the sum of (i) all Rent and other amounts which are due hereunder as of the Payment Date plus (ii) the present value of all future Rent and other amounts which would have become due under this lease during the portion of the scheduled Lease Term following the Payment Date, plus (iii) the present value of the Residual Value (as defined below) of the Equipment. Upon payment of all sums due hereunder on the Payment Date, the Lease Term as to such Equipment only will terminate and Lessee will no longer be obligated to return such Equipment to Lessor Lessee will promptly notify Lessor in writing if any Equipment is lost or damaged where the estimated repair costs would exceed ten percent (10%) of its then estimated Fair Market Value (as defined in Paragraph 9 above) or is otherwise involved in an accident causing any injury to any person or damage to any property. The "Residual Value" of the Equipment shall mean the Lessor's reasonable estimate of what the Fair Market Value of the Equipment would have been at the end of the scheduled Lease Term had there been no Casualty Occurrence and the Equipment had been returned to Lessor in accordance with Paragraph 12 below. For purposes of this Lease, present value shall be determined by Servicer using the rate implicit in the Lease of such Equipment.

12. **RETURN OF PROPERTY** Upon expiration or earlier termination of the Lease Term, Lessee will return the Equipment and all Accessories attached thereto, transportation prepaid by Lessee, to Lessor at the address designated by Lessor, in at least as good condition and running order as when received by Lessee, ordinary wear and tear excepted. Any and all tires must have at least fifty percent (50%) tread and otherwise meet the qualifications for tires suggested by the manufacturer of such Equipment. All mechanical and electrical systems and equipment must be in good working order, including all Accessories. All Equipment must be operable safely under full load. In addition, the Equipment must meet the conditions for return of Equipment, if any, set forth in the applicable attachment hereto (the "Return Conditions"). Any and all damages including but not limited to any missing or damaged parts and accessories, broken glass, cracked motor blocks, dented metal or moldings, tears, and other damages in excess of ordinary wear and tear, necessary to be replaced or repaired to put Equipment in condition for resale or to meet the Return Conditions, will be paid for by Lessee upon demand. Charge for such repairs may be made at the time Equipment is returned to Lessor as provided herein. Any such damages or failure to meet Return Conditions not readily capable of discovery upon the return of the Equipment solely by a visual inspection (and without operating the Equipment or testing it) will remain the responsibility of Lessee, and Lessee will pay Lessor's charges therefor upon demand. Lessee will deliver to Lessor all maintenance and repair records pertaining to each item of Equipment returned to Lessor, as well as all other documents, permits and license plates pertaining thereto. All of Lessee's obligations herein will survive the expiration of the Lease Term or other termination of this Lease with respect to all items of Equipment.

13. **EVENTS OF DEFAULT** The occurrence of any one of the following events will, at the option of Lessor, constitute an event of default under this Lease (an "Event of Default"): (a) failure by Lessee to pay any Rent when due, or failure by Lessee to pay when due any other sum payable hereunder by Lessee; (b) failure of Lessee to perform any other term, covenant or condition of the Lease or any attachment hereto or any other document, agreement or instrument executed by Lessee pursuant hereto or in connection herewith; (c) default by Lessee under any other document, agreement or instrument now existing or hereafter made with Lessor or with any of Lessor's affiliates; (d) Lessee ceases doing business as a going concern is insolvent, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is subject to an involuntary petition in bankruptcy, is adjudicated bankrupt or insolvent, files or has filed against it a petition seeking any reorganization, arrangement or composition, under any present or future statute, law or regulation; or (e) any of the representations or warranties made by Lessee herein (including in any attachment hereto) or made by any guarantor ("Guarantor") of Lessee's obligations under this Lease in any such guaranty ("Guaranty"), or made by Lessee or a Guarantor on any statement or certificate at any time given in writing by Lessee or any such Guarantor pursuant hereto or in connection herewith, is false or misleading in any material respect.

14. **REMEDIES.** Should any Event of Default occur and be continuing Lessor may, with or without notice or demand upon Lessee, pursue and enforce, successively or concurrently, any one or more of the following remedies, with respect to some or all of the Equipment, as Lessor may determine in its sole discretion:

(a) Without retaking possession of such Equipment (1) terminate the Lease Term with respect to such Equipment by sending Lessee notice thereof, (2) recover from Lessee all accrued and unpaid Rents and other amounts then due and owing under this Lease with respect to such Equipment and (3) cause to become immediately due and payable and recover from Lessee, not as a penalty, but as liquidated damages for the breach of the Lease, the Economic Loss (as defined below) with respect to such Equipment. Upon payment of all such amounts and all other amounts then due by Lessee to Lessor under this Lease, Lessee will no longer be obligated to return such Equipment to Lessor. The "Economic Loss" with respect to an item of Equipment shall equal the sum of (i) the present value of all future Rent and other amounts which were scheduled to become due during the remainder of the scheduled Lease Term (but for the early termination), plus (ii) the present value of the Residual Value of the Equipment, plus (iii) the Make Whole Amount. The "Make Whole Amount" shall equal ten percent (10%) of the sum of clauses (i) and (ii) of the preceding sentence

(b) Retake possession of such Equipment by Lessor, its agents, employees or independent contractors or by requiring Lessee to assemble and surrender Equipment (in accordance with the provisions of Paragraph 12 above), all without Lessor having any liability thereof to Lessee, which liability is hereby expressly waived, in which event the Lease Term as to such Equipment and all other Equipment, and all other leases of equipment (including without limitation, all trucks and trailers) between Lessor and Lessee (an "Other Lease"), shall automatically terminate upon possession of the first such item of Equipment being retaken or surrendered (without the need for any further action or notice of termination by Lessor); and Lessor shall be entitled to, (1) recover from Lessee all accrued and unpaid Rents and other amounts owing under the terms hereof, (2) sell such Equipment at public or private sale, and recover from Lessee the amount, if any, by which the proceeds of sale (net of all costs of sale) are less than the Economic Loss with respect to such Equipment calculated as of the Rent payment date immediately preceding the date the Lease Term is terminated, (3) recover from Lessee all of Lessor's costs incurred to retake possession of such Equipment (including reasonable attorneys' fees and expenses), and (4) all of Lessor's remedies arising from an "Event of Default" by Lessee under the Other Leases. If the net proceeds of sale of any item of Equipment exceed the Economic Loss with respect to such item, Lessor may retain such excess.

(c) Pursue any other remedy Lessor may otherwise have hereunder, at law, in equity or under any statute, and recover such other actual damages as may be incurred by Lessor.

Lessor's pursuit and enforcement of any one or more remedies with respect to the Lease or any items of Equipment will not be deemed an election or waiver by Lessor of any other remedy with respect thereto or other items of Equipment. Although Lessor will attempt in good faith to mitigate its damages, Lessor will not be obligated to sell or re-lease the Equipment. Any sale may be held at such place or places as are selected by Lessor, with or without having the Equipment present. Any sale may be at wholesale or retail, in bulk or in parcels. Time and exactitude of each of the terms and conditions of this Lease, including each attachment hereto, are of the essence. Lessor may accept past due payments without modifying the terms of this Lease and without waiving any further rights of Lessor hereunder and such acceptance will not constitute the establishment of a course of conduct by Lessor that may be relied upon by Lessee. Except as expressly provided herein, neither Lessor nor Lessee will be liable to the other for any consequential or incidental damages arising from a default hereunder. Lessee will pay to Lessor all costs and expenses incurred by Lessor in enforcing any of the terms, conditions or provisions contained in this Lease, including without limitation reasonable attorney's fees, the fees of collection agencies, costs to repossess Equipment and other out of pocket expenses.

16. ASSIGNMENT.

(a) LESSEE WILL NOT ASSIGN OR ENCUMBER THE INTEREST OF LESSEE HEREUNDER, NOR WILL LESSEE SUBLEASE OR ENCUMBER ANY EQUIPMENT, WITHOUT IN EACH INSTANCE THE PRIOR WRITTEN CONSENT OF LESSOR.

(b) Lessor may assign or encumber its interest in this Lease or sell or encumber any of the Equipment without notice to Lessee. Lessee hereby waives and agrees not to assert against any such assignee, purchaser or lienholder any defense, set-off, counterclaim or recoupment claim which Lessee has or may at any time have against Lessor for any reason whatsoever. If Lessee is given notice of such assignment, sale or Lien, Lessee agrees to acknowledge receipt of the foregoing in writing, and if so directed in such notice, to pay directly to such assignee, purchaser or lienholder all Rent and other amounts thereafter due hereunder with respect to the affected Equipment. Each such assignee, purchaser or lienholder will have all of the rights, but none of the obligations (except as provided in the immediately following sentence), of Lessor under this Lease with respect to the affected Equipment. In the case of a sale of any of the Equipment or an outright assignment of this Lease (which assignment is not intended as a security interest), then the purchaser or assignee may also assume the obligations of Lessor arising from and after the date of such sale or assignment with respect to the affected Equipment, and Lessor will be released from any and all obligations thereafter arising under this Lease with respect to the affected Equipment. Subject to the foregoing, this Lease will inure to the benefit of and be binding upon the successors and assigns of the parties hereto. Lessee acknowledges that Harris Bank, as Collateral Agent, or its successors or assigns has, as of the date hereof, a first priority lien on the Equipment.

16. NO WARRANTIES BY LESSOR. LESSEE ACKNOWLEDGES THAT THE EQUIPMENT IS OF SIZE, DESIGN, CAPACITY, DESCRIPTION AND MANUFACTURE SELECTED BY LESSEE, THAT LESSEE IS SATISFIED THAT THE SAME IS SUITABLE FOR ITS PURPOSE. LESSOR IS NOT THE VENDOR NOR MANUFACTURER OF THE EQUIPMENT AND HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY, OR COVENANT, WITH RESPECT TO THE CONDITION, QUALITY, SAFETY, DURABILITY, SUITABILITY FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OR FITNESS OF EQUIPMENT IN ANY RESPECT OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE EQUIPMENT, AND LESSOR MAKES NO REPRESENTATION OR WARRANTY THAT ANY EQUIPMENT CONFORMS TO THE SPECIFICATIONS OF ANY VENDOR AGREEMENT OR SCHEDULE. LESSEE ACCEPTS RESPONSIBILITY WITH RESPECT TO ALL SUCH RISKS, AND LESSOR WILL HAVE NO RESPONSIBILITY THEREFOR.

17 WAIVER AND INDEMNITY

(a) Lessor will have no responsibility or liability to Lessee, and Lessee hereby waives any and all claims against Lessor, with respect to any of the following, regardless of any negligence of Lessor, (i) any liability, loss or damage 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.

(b) Lessee will indemnify and defend Lessor against, and hold Lessor harmless from, any and all claims, losses, actions, damages, expenses (including reasonable attorney's fees), obligations, liabilities and Liens (collectively, "Claims"), whether foreseeable or unforeseeable, arising out of this Lease or the ownership, lease, possession, operation, condition, return or use of any Equipment, regardless of the reason therefor and including without limitation any Claims arising under the doctrine of "strict liability" or by operation of law or as the result of the violation or alleged violation or application of any Environmental Laws or other Legal Requirements. Lessee agrees that upon written notice by Lessor of the assertion, filing or incurrence of any Claims, Lessee will assume full responsibility for the defense thereof with counsel satisfactory to Lessor. Lessee agrees to inform Lessor within five (5) business days of receipt of notice or Lessee's otherwise becoming aware of any Claims.

(c) Lessee will also indemnify and defend Lessor against and hold Lessor harmless from, any and all Claims, including without limitation, any lost income tax deductions, credits or other benefits, arising out of any act or omission (even if otherwise allowed under the provisions of this Lease) or breach of any representation or warranty hereunder by Lessee or any of its successors, assigns, sublessees or licensees, which act or omission or breach could result in either (i) the lease hereof of any item of Equipment being characterized as something other than a lease for federal, state or local income tax purposes or (ii) Lessor (or its successors or assigns) not being treated as the owner of any item of Equipment for federal, state or local income tax purposes. Lessee shall not take any action or fail to take any action, which would result in the Lessor (or its successors or assigns) not being treated as the owner of the Equipment for federal, state or local income tax purposes.

18. REPRESENTATIONS AND WARRANTIES OF LESSEE. Lessee hereby represents and warrants to Lessor that (a) the Equipment will at all times be used by Lessee solely for commercial or business purposes of Lessee, (b) all of the Equipment has been delivered to Lessee, (c) Lessee has inspected the Equipment to the full extent Lessee deems desirable, (d) Lessee accepts the Equipment and agrees that Lessor's obligations under this Lease as to delivery of the Equipment and as to the condition of the Equipment have been completely fulfilled, and (e) Lessee is not in default under this Lease, and to Lessee's knowledge, Lessor is not in default hereunder

19. **REPORTS.** Lessee will notify Lessor in writing, within ten (10) days after any Lien attaches to any Equipment, and the details thereof. Lessee will promptly notify Lessor of a change in the address of Lessee's principal place of business. Lessee will reimburse Lessor for all costs and expenses incurred by Lessor as a result of any change in address of Lessee, including without limitation, filing, registration, licensing and permitting fees. Upon the request of Lessor, Lessee will notify Lessor immediately in writing of the location of any Equipment. Lessee will provide Lessor with such financial statements and other documents as Lessor may reasonably request from time to time.

20. **NOTICES.** Service of all notices under this Lease will be sufficient if given personally or mailed or sent by nationally recognized overnight courier service to the party involved at its respective address set forth herein, or at such other address when refused), or three (3) business days after being deposited in the United States mail, duly addressed and with postage prepaid or one (1) business day after being sent by nationally recognized overnight courier service, duly addressed and with delivery charges prepaid. In addition, Lessor may send Lessee notice of termination of the Lease Term with respect to any Equipment and/or the exercise by Lessor of any other remedy as the result of any Event of Default, by facsimile to the facsimile number set forth above (or such other number as Lessee may have directed Lessor by notice), which notice shall be effective when Lessor's equipment for the sending of facsimiles records confirmation of receipt of the facsimile; provided, any such notice shall also be sent the same or the following business day by United States mail or nationally-recognized overnight courier service.

21. **MISCELLANEOUS.** If more than one Lessee is named in this Lease, the liability of each will be joint and several. This Lease, and all other documents executed pursuant hereto or in connection herewith and the rights and obligations of the parties hereunder and thereunder will be governed by the laws of the State of Illinois, without regard to its conflicts of laws rules. If any provision of this Lease (including any remedy) is held to be invalid under any applicable law, such provision will be inapplicable and deemed omitted, but the remaining provisions of this Lease will remain effective in accordance with their terms. No endorsement or statement on any check or any letter accompanying any check or payment of Rent or any other charges shall be deemed an accord and satisfaction. LESSEE HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WHICH PERTAINS DIRECTLY OR INDIRECTLY TO THIS LEASE. All representations, warranties, indemnities and covenants contained in this Lease and in any other document executed pursuant hereto will continue in full force and effect and will survive notwithstanding the full payment of all amounts due hereunder or the termination of any Lease Term or of Lessee's right to possession of any Equipment. Headings and captions are for convenience of reference only and will not be construed as part of this Lease. Lessee will permit Lessor to inspect any Equipment during normal business hours, but Lessor will have no obligation to do so. If Lessor performs any such inspection, Lessee cannot and will not rely thereon and Lessor will have no liability whatsoever to Lessee arising from any such inspection, it being acknowledged by Lessee that any such inspections by Lessor will be done solely for Lessor's purposes. No change, modification or alteration of, and no addition to, the terms and provisions of this Lease will be effective or binding upon Lessor unless the same is in writing and signed by the Lessor Lessee understands and agrees that neither the seller nor the manufacturer of the Equipment, nor any salesperson or other agent of the seller or the manufacturer of the Equipment, is an agent of Lessor or authorized to waive or alter any term or condition of this Lease. This instrument, together with all attachments hereto and the other documents executed pursuant hereto contain the entire agreement between Lessee and Lessor relating to this Lease of Equipment.

THIS LEASE CANNOT BE CANCELED OR TERMINATED BY LESSEE OTHER THAN BY FULL COMPLIANCE WITH THE PROVISIONS HEREOF.

ACCEPTED BY LESSOR:

NAVISTAR LEASING COMPANY
at 2850 West Golf Road
Rolling Meadows, Illinois 60008

By _____
Its Attorney-in-Fact

LESSEE.

EXIDE CORPORATION

By Dan Packard/ _____

Its _____

Attest _____

ATTACHMENT 1 - RETURN CONDITIONS

To Lease Agreement Number 2 dated July 1, 1998
Between EXIDE CORPORATION, as LESSEE
and NAVISTAR LEASING COMPANY, AS LESSOR

This Attachment 1 when initialed by Lessee supersedes and replaces the Return Conditions contained in Paragraph 12 of the above described Lease Agreement to which this Attachment is attached, with the terms and conditions set forth below.

Lessee agrees that the Equipment, at time of turn in, will meet the following terms and conditions (the "Return Conditions"), or in lieu of making the necessary repairs will immediately reimburse Lessor for its costs to restore the Equipment to such condition:

1. Unit(s) will be road worthy, capable of operating as originally designed under full load.

2. Body, dent and/or rust damage allowance will be $250 or less, including fuel tanks and bumpers.

3. Unit(s) will be de-identified by customer prior to turn in with minimal paint damage.

4. No broken, cracked, or chipped glass will be accepted from customer

5. All standard, optional and safety equipment (fire extinguisher, mud flaps, etc.) on or in truck chassis and attached body (if applicable) must be included and must be in good working order

6 Engine must pass a Dynometer test for 75% of rated horsepower If the engine does not pass the test, in addition to paying for required repairs or replacements to the engine, Lessee will also immediately reimburse Lessor for the cost of the Dynometer test. Blow by will conform to the engine manufacturer's specifications. <u>All electronic engines must have the password removed prior to turn-in.</u>

7 No oil/grease leaks on engine or drive train.

8. Crankcase, manifold and fuel pressure must not exceed manufacturer's specs.

9. Brake linings must be at least 9/32"

10. Brake drums must be D.O.T acceptable, no external crack(s). No missing rotor or drum and/or in danger of falling off.

11. Batteries will start the truck unassisted. Electrical system to be fully operational.

12. Steer tires will be matched original highway tread - 9/32" tread depth per tire, to be measured at inside 2nd groove.

13 Drive tires will be matched original or recapped traction tread - 9/32" tread depth per tire measured at groove closest to center line of each tire. No casings accepted that do not meet D.O T requirements

14. No broken frames, springs, axles, axle housings, and fifth wheels will be accepted.

15. No other damage to the Equipment in excess of ordinary wear and tear

16. Lessee will make repairs and/or corrections as noted on appraisal within ten (10) working days.

Any such damages or failure to meet Return Conditions not readily capable of discovery upon the return of the Equipment solely by a visual inspection (and without operating the Equipment or testing it) will remain the responsibility of Lessee, and Lessee will pay Lessor's charges therefor upon demand. Lessee will deliver to Lessor all maintenance and repair records pertaining to each item of Equipment returned to Lessor, as well as all other documents, permits and license plates pertaining thereto. All of Lessee's obligations herein will survive the expiration of the Lease Term or other termination of this Lease with respect to all items of Equipment.

INITIALS. Dan Packard/ LESSEE LESSOR

NL4012 1/98

ATTACHMENT 2 - LESSEE ACKNOWLEDGMENT HEAVY VEHICLE USE TAX RETURN AND SCHEDULE OF HIGHWAY MOTOR VEHICLE TAXES

To Lease Agreement Number 2 dated July 1, 1998
Between EXIDE CORPORATION, as LESSEE
and NAVISTAR LEASING COMPANY, as Lessor

The undersigned Lessee hereby acknowledges the following:

(a) Lessee is required by Federal Law to file with the Internal Revenue Service a Heavy Vehicle Use Tax Return and Schedule of Highway Motor Vehicles on an annual basis.

(b) Lessee is required by Federal Law to pay a tax amount specified under these filings directly to the Internal Revenue Service in a manner timely to this law

Lessee, as required by this Lease Agreement must provide proof of both this filing and the required tax payment to Navistar Leasing Company This requirement will be fulfilled upon receipt of the following:

On an annual basis the Lessee will provide Lessor with the following.

- Copy of the Heavy Vehicle Use Tax Return
- Copy of the Schedule of Highway Motor Vehicles
- Copy of the canceled checks evidencing the payment of the taxes required by these returns.

All other terms and conditions as specified in this Lease Agreement remain unchanged and will remain in full force.

AGREED, ACKNOWLEDGED AND ACCEPTED BY

LESSEE:

EXIDE CORPORATION

By Dan Packard/

Its

Date

NL4013 1/98

ATTACHMENT 3 - PURCHASE OPTION

To Lease Agreement Number 2 dated July 1, 1998
Between EXIDE CORPORATION, as LESSEE
and NAVISTAR LEASING COMPANY, AS LESSOR

The Attachment 3 (this "Attachment") is hereby made a part of the Lease Agreement to which it is attached. However, to the extent there is a conflict between the terms of the Lease Agreement and the terms of this Attachment, the terms of this Attachment shall be controlling. Capitalized terms used in this Attachment without definition shall have the meanings provided in the Lease Agreement.

PURCHASE OPTION DELETED.

The Purchase Option set forth in Paragraph 9 of the Lease as originally written is hereby deleted and not made available to the Lessee.

PURCHASE OPTION

So long as the Lease Term has not been terminated prior thereto, and provided Lessee is not in default under the Lease, Lessee may elect to purchase all (but not less than all) of the items of Equipment at the end of the Lease Term by giving Lessor written notice of such election at least ninety (90) days prior to the then scheduled end of the Lease Term. If for any reason whatsoever Lessee does not give Lessor such a notice at least ninety (90) days prior to the then scheduled end of the Lease Term, then Lessee's right to purchase the Equipment shall automatically expire (unless Lessor waives, in writing, the delay). If Lessee properly exercises its right to purchase the Equipment, Lessee shall purchase the Equipment immediately upon the termination of the then Lease Term on an AS IS basis in its then location for cash for a purchase price equal to the amounts set forth below, plus all applicable sales and other taxes due with respect to the sale.

	Unit No.	Model No.	VIN/Serial No.	Purchase Price
Item No. 1	1	4700	1HTSCAAM9XH617046	$ 1.00
Item No. 2				$ -
Item No. 3				$ -
Item No. 4				$ -
Item No. 5				$ -
Item No. 6				$ -
Item No. 7				$ -
Item No. 8				$ -
Item No. 9				$ -
Item No. 10				$ -

INITIALS: Dan Packard/ _____ _____
LESSEE LESSOR

[redacted]

TENNESSEE DEPARTMENT OF SAFETY

APPLICATION FOR ORIGINAL OR TITLE AND REGISTRATION

VIN 1HTSCAAN9XH617046

INTL 99 4700 TK

X MSO TN 3-25-98 12500

NAVISTAR LSG CO C/O EXIDE CORPORATION

2

4426 MIDDLE BROOK PIKE

KNOXVILLE, TN 37921

HARRIS BANK, AS COLLATERAL AGENT
C/O NAVISTAR FINANCIAL CORP

2850 W. GOLF RD ROLLING MEADOWS IL 60008

25,500

EX

23042

5.00

630-378-0792

11-20-98

5.00

A 3018353

TITLE AND REGISTRATION

TOTAL P.02

CERTIFICATE OF ORIGIN FOR A VEHICLE

INTERNATIONAL®

from NAVISTAR™

DATE
MARCH 25, 1998

INVOICE NO.
280325219

VEHICLE IDENTIFICATION NO.
1HTSCAAM9XH617046

YEAR
1999

MAKE
INTERNATIONAL

BODY TYPE
CAB & CHASSIS

SHIPPING WEIGHT

H.P. (S.A.E.)

G.V.W.R.
25500

NO. CYLS.
6

SERIES OR MODEL
4700 4X2

ENGINE NAME
DT466E HEUI INT DSL 210HP-2300RPM 49S

ENGINE NO.
001099567

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer

NAME OF DISTRIBUTOR, DEALER, ETC.

FREUND EQUIP INC
P.O. BOX 67
HUNTLEY IL 60142

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

NAVISTAR INTERNATIONAL TRANSPORTATION CORP.

BY: _____
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

CITY - STATE

DOE-1016-D

NAV1240692

DISTRIBUTOR DEALER ASSIGNMENT NUMBER 1

NAME OF PURCHASER: NAVISTAR LEASING COMPANY C/O EKIDE CORPORATION

ADDRESS: 4426 MIDDLE BROOK PIKE KNOXVILLE, TN 37921

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle described on the face of this CERTIFICATE

DEALER: Freund Equipment, Inc. DL4485

State of: Illinois

County of: McHenry

OFFICIAL SEAL
SUSAN A FIERKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 12/16/01

DISTRIBUTOR DEALER ASSIGNMENT NUMBER 2

NAME OF PURCHASER:

ADDRESS:

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle described on the face of this CERTIFICATE

DEALER:

State of:

County of:

DISTRIBUTOR DEALER ASSIGNMENT NUMBER 3

NAME OF PURCHASER:

ADDRESS:

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle described on the face of this CERTIFICATE

DEALER:

State of:

County of:

DISTRIBUTOR DEALER ASSIGNMENT NUMBER 4

NAME OF PURCHASER:

ADDRESS:

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle described on the face of this CERTIFICATE

DEALER:

State of:

County of:

ODOMETER DISCREPANCY

ODOMETER READING FOR RETAIL SALE

WARNING ODOMETER DISCREPANCY

LIENHOLDER

HARRIS BANK, AS COLLATERAL AGENT C/O NAVISTAR FINANCIAL CORP.

2850 W. GOLF ROAD ROLLING MEADOWS, IL 60008

LESSEE EXIDE CORPORATION LEASE AGREEMENT NO 3

a(n) PA corporation DATED July 8, 1998

LESSEE'S PRINCIPAL PLACE OF BUSINESS
CAROL STREAM, IL

CITY AND STATE OF EQUIPMENT DOMICILE
CAROL STREAM, IL

PHONE NO 800-458-9160
FAX NO

LEASE AGREEMENT

The Lease Agreement (this "Lease") is between Navistar Leasing Company with its principal office at 2850 West Golf Road, Rolling Meadows, Illinois 60008 (hereinafter called "Lessor"), and Lessee.

1 **AGREEMENT TO LEASE; EQUIPMENT DESCRIPTION.** Lessee hereby leases from Lessor the equipment described herein (the "Equipment"), upon the following terms and conditions. Terms defined in an attachment and not otherwise defined herein will have the meanings provided in such attachment. All attachments hereto constitute a part of this Lease. To the extent there is a conflict between the terms of Paragraphs 2 through 21 hereof and the terms of an attachment, the terms of the attachment shall be controlling.

EQUIPMENT DESCRIPTION

MAKE	MODEL	YEAR	VEHICLE IDENTIFICATION #	CHASSIS DESCRIPTION	BODY TYPE DESCRIPTION	MONTHLY RENT	CAPITALIZED COST
INTL	4700	1999	1HTSCAAM7XH617045	TRUCK	MICKEY BODY	$ 1,034.62	$ 51,356.44
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -

2. **TERM, RENT AND CHARGES.**

(a) **TERM.** The term of this Lease shall commence on July 9, 1998 (the "Rent Commencement Date") and will continue thereafter for the period of sixty (60) months (the "Lease Term"), unless sooner terminated as provided herein. Term"), unless sooner terminated as provided herein.

(b) **RENT.** Lessee agrees to pay to Lessor the following amounts (collectively, the "Rent") during the Lease Term. Commencing on the Rent Commencement Date and on the same day of each calendar month following the Rent Commencement Date, Lessee shall pay to Lessor as Rent for each item of Equipment, without setoff or abatement, the Monthly Rent for such item of Equipment as set forth in Paragraph 1 above. Additionally, if there is a day gap between the date of execution of this Lease and the Rent Commencement Date, Lessee shall pay as interim rent a prorated amount based upon a daily rate of one-thirtieth (1/30th) of the full Monthly Rent times the number of days in the aforementioned gap period. In addition, Lessee shall pay Lessor upon Lessee's execution and delivery of this Lease to Lessor the sum of (i) $ - as additional rent and (ii) $ - as additional advance rent to be applied to the Monthly Rent in inverse order of such Monthly Rent coming due. All Rent will be paid to Lessor at P.O. Box 99454, Chicago, Illinois 60693 or as otherwise directed by Lessor to Lessee in writing.

(c) **LATE CHARGE AND SERVICE CHARGE.** In the event Lessee's payments of Rent or any other sum required of Lessee to be paid to Lessor under this Lease should become past due, Lessor may, with or without declaring Lessee to be in default hereunder, charge Lessee a late charge on such past due amounts at the rate of two percent (2%) per month, or if less, the highest rate allowed by Illinois Law (the "Default Rate"). If Lessee's check is returned to Lessor unpaid for any reason, including but not limited to non-sufficient funds in Lessee's account, Lessor may add a $50.00 service charge to be due by Lessee with the next payment of Rent.

(d) **EXCESS MILEAGE CHARGE.** Lessee will pay Lessor as additional Rent an amount equal to $ 0.060 per mile for each mile such item of Equipment is driven each year in excess of 50,000 miles (the "Excess Mileage Charge"). Such additional Rent due by Lessee will be determined and paid to Lessor annually on the anniversary of the Rent Commencement Date and upon return of possession of the Equipment to Lessor

(e) **HOLDOVER RENT** In the event Lessee fails to return the Equipment to Lessor upon the expiration or earlier termination of the Lease Term in accordance with Paragraph 12 below, in addition to all other remedies available to Lessor as a result thereof, Lessee shall pay to Lessor upon demand Rent for each day such breach continues in an amount equal to 110% of one-thirtieth (1/30th) of the full Monthly Rent applicable during the Lease Term. Lessor's acceptance of such Rent shall not relieve Lessee of any of its obligations under this Lease or constitute the consent of Lessor to permit Lessee to continue to delay returning the Equipment to Lessor in accordance with Paragraph 12.

3. **OWNERSHIP; PERSONAL PROPERTY, SECURITY AGREEMENT** Except as provided in Paragraph 15 below, the Equipment is, and will at all times remain, the property of Lessor; and Lessee will have no right, title or interest to such Equipment except the right to use the except the right to use the Equipment as expressly set forth in this Lease. If for any reason whatsoever, this Lease is recharacterized for applicable state law purposes (other than merely state income tax purposes) as a conditional sales contract or some other form of agreement other than a lease, so that for such state law purposes, Lessor is not treated as the owner of the Equipment, then in order to secure the full and prompt payment when due and the full performance of all of Lessee's obligations hereunder, as well as all other obligations of Lessee to Lessor or Lessor's affiliates which may exist from time to time whether or not arising in connection with this Lease, Lessee hereby grants to Lessor a first priority security interest in and to the Equipment and all replacements, substitutions, additions, accessions and products thereof, together with all cash and non-cash proceeds of all of the foregoing, including insurance proceeds. Lessee will execute and deliver to Lessor upon request any and all certificates, instruments, documents and financing statements necessary to further evidence or perfect such grant of security interest.

4. **NET LEASE.** The Lease is a net lease. Lessee is solely responsible for all costs and expenses of every nature arising out of the ownership, leasing, possession, use, operation and maintenance of the Equipment. Lessee's obligation to pay Rent and other amounts due hereunder is absolute and unconditional. Lessee will not be entitled to any abatement or reductions of, or set-offs against, Rent or such 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 or failure of any Equipment to perform as represented by the manufacturer or vendor thereof) of Lessee against Lessor under this Lease or otherwise. Nor will this Lease terminate by reason of any defect in or damage to, or breakdown of, or theft of, or loss of possession or use of, or destruction of (collectively, "Loss or Damage"), any Equipment from any cause whatsoever Except as provided in Paragraph 11 below, Lessee will, at Lessee's sole expense, repair or replace any item of Equipment which is subject to Loss or Damage.

5. **TAXES, LIENS.** Lessee will have no liability for taxes imposed by the United States or any State or political subdivision thereof which are on or measured by the net income of the Lessor Lessee will report (to the extent that it is legally permissible) and pay promptly all taxes, fees and assessments due or imposed by any taxing authority against or with respect to any Equipment, or the purchase, ownership, delivery, leasing, possession, use or operation thereof, this Lease or any Rent or other amounts payable hereunder, 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 of the foregoing taxes, fees and assessments being collectively called "Taxes"). Lessee will (i) reimburse Lessor upon receipt of written request from Lessor 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 when made or filed by Lessee. Lessee will keep the Equipment free and clear of all liens and encumbrances of any kind or nature(collectively, "Liens"), except any Lien placed on the Equipment by Lessor Lessor reserves the right to bill Lessee on a regular basis for any Taxes charged to or assessed against Lessor.

6. **INSURANCE.** Lessee will, at its own expense, maintain insurance in companies with ratings of B+ or higher by A.M. Best, providing coverage against (a) public liability including (1) bodily injury, including death, with minimum limits of $ 1,000,000 for the claim of any one person (or such higher limits as may be required by Legal Requirements); and (2) public liability property damage, with minimum limits of $250,000 per accident (or such higher limits as may be required by Legal Requirements); and (b) physical damage insurance for the full insurable value of the Equipment for the perils of collision/upset, fire, theft and combined additional coverage (with any deductible not to exceed five percent (5%) of the initial cost of the Equipment). All such insurance coverage will be primary and cover the interests of the Lessee, Lessee's permitted sublessees and assigns and the Lessor and Lessor's assigns, as the case may be, and such insurance policies will name the Lessor as a named insured providing thirty (30) day written notice of cancellation, policy change and/or failure of renewal by Lessee; copies of said policies or the applicable CA2001 reflecting all coverages required herein will be sent to Lessor at 2850 West Golf Road, Rolling Meadows, IL 60008, Attn: Leasing Department. None of such insurance policies will contain a co-insurance requirement. All of such insurance policies will provide that the insurance coverage will not be invalidated or reduced as against Lessor because of any act or omission by Lessee, or any breach of any condition or warranty of the policy or the application therefor by Lessee or any other person or entity Lessee hereby appoints Lessor as Lessee's attorney-in-fact to adjust any losses and to receive, execute and endorse any loss drafts and other related documents, checks or drafts. All expenses incurred by Lessor in connection with adjusting any loss will be paid by Lessee upon demand. Lessee will not adjust any losses without Lessor's prior written consent. Lessor may apply all proceeds of such insurance in its sole discretion.

7 **LESSOR'S PAYMENT OR PERFORMANCE.** If Lessee fails to timely maintain insurance, pay Taxes, discharge Liens or to pay any other amounts payable under this Lease or to timely perform any of Lessee's other obligations under this Lease, Lessor will have the right, but will not be obligated, to obtain such insurance, pay such Taxes, effect such discharge or pay such amount or to perform such obligation. In such event, Lessee will repay to Lessor the cost thereof, together with late charges thereon at the Default Rate, with the next payment of Rent.

8. **USE OF PROPERTY.** In order to preserve the value of the Equipment for Lessor, Lessee will: (a) comply with all applicable laws and regulations ("Legal Requirements") relating to the ownership, possession, leasing, use or maintenance of the Equipment; (b) use the Equipment in a careful and prudent manner, keeping the same in good, safe repair, condition and appearance, properly lubricated, properly housed when not in use, all in accordance with the recommendations of the manufacturer of such Equipment; (c) not install (an "Accessory") on any Equipment if such addition is not readily removable without causing damage to the Equipment or will cause the Lease of such Equipment not to be characterized as a "true lease" for federal, state and local income tax purposes, and all Accessories will automatically become the property of Lessor upon installation; (d) domicile all Equipment in the Continental United States, and Lessee will not allow the Equipment to be used or located outside of the Continental United States or Canada; (e) operate the Equipment in compliance with all Legal Requirements pertaining to health or the environment ("Environmental Laws") in effect in all jurisdictions (including jurisdictions outside of the United States) in which Lessee operates the Equipment; and in connection with the foregoing, Lessee will obtain all permits, licenses and other approvals and authorizations, and file all registrations, reports and other notices now or hereafter required under Environmental Laws in connection with the ownership, leasing, possession or operation of the Equipment, and provide copies thereof to Lessor; and Lessee will provide Lessor written notice of any potential or alleged violation of, or non-compliance with, any Environmental Law within five (5) business days of the date Lessee becomes aware of such potential or alleged violation or non-compliance; and (f) not use the Equipment for shipment or storage of any explosive, radioactive materials or materials which contain biohazardous waste, polychlorinated biphenyls or dioxins or other extraordinarily hazardous materials.

9 **FAIR MARKET VALUE PURCHASE OPTION.** So long as the Lease Term has not been terminated prior thereto, and provided Lessee is not in default under this Lease, Lessee may elect to purchase (the "Purchase Option") all (but not less than all) of the items of Equipment at the end of the Lease Term (as it may be extended by written agreement of Lessor and Lessee) by giving Lessor written notice of such election at least ninety (90) days prior to the then scheduled end of the Lease Term. If for any reason whatsoever Lessee does not give Lessor such a notice at least ninety (90) days prior to the then scheduled end of the Lease Term, then Lessee's right to purchase the Equipment will automatically expire (unless Lessor waives, in writing, the delay).

If Lessee properly exercises the Purchase Option, Lessee will purchase the Equipment immediately upon the termination of the Lease Term on an *AS IS basis in its* then location for cash for a purchase price equal to its then Fair Market Value, plus all applicable sales and other taxes due with respect to the sale. "Fair Market Value" shall mean the price which Lessor determines in good faith would be obtained in an arms-length transaction between a willing buyer-user and a willing seller (excluding for these purposes, lessees in possession of equipment, used equipment dealers and other discount purchasers), neither under any compulsion to sell or to buy; provided, however, in making a determination of Fair Market Value for these purposes (1) the Equipment shall be deemed to be in at least as good condition as it is required to be maintained under this Lease, and (2) costs of removal from the then location of Equipment shall not be deducted from the Fair Market Value as otherwise determined.

10. **SERVICER.** Lessor may from time to time designate and empower a person or an entity to act on its behalf and to take any and all actions necessary or desirable on behalf of Lessor in connection with this Lease, whether in the name of Lessor or in the name of said persons or entities. Any such person or entity of which Lessor gives Lessee notice shall be referred to in the acts of Navistar Financial Corporation or any successor Servicer in any matters directly or indirectly concerned with this Lease or the Equipment, as the acts of Lessor, without further inquiry as to such Servicer's power and authority to do so.

11 **CASUALTY** Lessee will promptly notify Lessor in writing if any Equipment becomes worn out, lost, stolen, destroyed, irreparably damaged, or permanently rendered unfit for use from any cause whatsoever (a "Casualty Occurrence"). In the event of a Casualty Occurrence, Lessee will, on the Rent payment date next succeeding the Casualty Occurrence (the "Payment Date"), pay Lessor the sum of (i) all Rent and other amounts which are due hereunder as of the Payment Date plus (ii) the present value of all future Rent and other amounts which would have become due under this lease during the portion of the scheduled Lease Term following the Payment Date, plus (iii) the present value of the Residual Value (as defined below) of the Equipment. Upon payment of all sums due hereunder on the Payment Date, the Lease Term as to such Equipment only will terminate and Lessee will no longer be obligated to return such Equipment to Lessor Lessee will promptly notify Lessor in writing if any Equipment is lost or damaged where the estimated repair costs would exceed ten percent (10%) of its then estimated Fair Market Value (as defined in Paragraph 9 above) or is otherwise involved in an accident causing any injury to any person or damage to any property The "Residual Value" of the Equipment shall mean the Lessor's reasonable estimate of what the Fair Market Value of the Equipment would have been at the end of the scheduled Lease Term had there been no Casualty Occurrence and the Equipment had been returned to Lessor in accordance with Paragraph 12 below. For purposes of the Lease, present value shall be determined by Servicer using the rate implicit in this Lease of such Equipment.

12. **RETURN OF PROPERTY.** Upon expiration or earlier termination of the Lease Term, Lessee will return the Equipment and all Accessories attached thereto, transportation prepaid by Lessee, to Lessor at the address designated by Lessor, in at least as good condition and running order as when received by Lessee, ordinary wear and tear excepted. Any and all tires must have at least fifty percent (50%) tread and otherwise meet the qualifications for tires suggested by the manufacturer of such Equipment. All mechanical and electrical systems and equipment must be in good working order, including all Accessories. All Equipment must be operable safely under full load. In addition, the Equipment must meet the conditions for return of Equipment, if any, set forth in the applicable attachment hereto (the "Return Conditions"). Any and all damages including but not limited to any missing or damaged parts and accessories, broken glass, cracked motor blocks, dented metal or moldings, tears, and other damages in excess of ordinary wear and tear, necessary to be replaced or repaired to put Equipment in condition for resale or to meet the Return Conditions, will be paid for by Lessee upon demand. Charge for such repairs may be made at the time Equipment is returned to Lessor as provided herein. Any such damages or failure to meet Return Conditions not readily capable of discovery upon the return of the Equipment solely by a visual inspection (and without operating the Equipment or testing it) will remain the responsibility of Lessee, and Lessee will pay Lessor's charges therefor upon demand. Lessee will deliver to Lessor all maintenance and repair records pertaining to each item of Equipment returned to Lessor, as well as all other documents, permits and license plates pertaining thereto. All of Lessee's obligations herein will survive the expiration of the Lease Term or other termination of the Lease with respect to all items of Equipment.

13. **EVENTS OF DEFAULT.** The occurrence of any one of the following events will, at the option of Lessor, constitute an event of default under this Lease (an "Event of Default"): (a) failure by Lessee to pay any Rent when due, or failure by Lessee to pay when due any other sum payable hereunder by Lessee; (b) failure of Lessee to perform any other term, covenant or condition of this Lease or any attachment hereto or any other document, agreement or instrument executed by Lessee pursuant hereto or in connection herewith; (c) default by Lessee under any other document, agreement or instrument now existing or hereafter made with Lessor or with any of Lessor's affiliates; (d) Lessee ceases doing business as a going concern is insolvent, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is subject to an involuntary petition in bankruptcy, is adjudicated bankrupt or insolvent, files or has filed against it a petition seeking any reorganization, arrangement or composition, under any present or future statute, law or regulation; or (e) any of the representations or warranties made by Lessee herein (including in any attachment hereto) or made by any guarantor ("Guarantor") of Lessee's obligations under this Lease in any such guaranty ("Guaranty"), or made by Lessee or a Guarantor on any statement or certificate at any time given in writing by Lessee or any such Guarantor pursuant hereto or in connection herewith, is false or misleading in any material respect.

14. **REMEDIES.** Should any Event of Default occur and be continuing Lessor may, with or without notice or demand upon Lessee, pursue and enforce, successively or concurrently, any one or more of the following remedies, with respect to some or all of the Equipment, as Lessor may determine in its sole discretion:

(a) Without retaking possession of such Equipment (1) terminate the Lease Term with respect to such Equipment by sending Lessee notice thereof, (2) recover from Lessee all accrued and unpaid Rents and other amounts then due and owing under this Lease with respect to such Equipment and (3) cause to become immediately due and payable and recover from Lessee, not as a penalty, but as liquidated damages for the breach of this Lease, the Economic Loss (as defined below) with respect to such Equipment. Upon payment of all such amounts and all other amounts then due by Lessee to Lessor under this Lease, Lessee will no longer be obligated to return such Equipment to Lessor The "Economic Loss" with respect to an item of Equipment shall equal the sum of (i) the present value of all future Rent and other amounts which were scheduled to become due during the remainder of the scheduled Lease Term (but for the early termination), plus (ii) the present value of the Residual Value of the Equipment, plus (iii) the Make Whole Amount. The "Make Whole Amount" shall equal ten percent (10%) of the sum of clauses (i) and (ii) of the preceding sentence.

(b) Retake possession of such Equipment by Lessor, its agents, employees or independent contractors or by requiring Lessee to assemble and surrender Equipment (in accordance with the provisions of Paragraph 12 above), all without Lessor having any liability thereof to Lessee, which liability is hereby expressly waived, in which event the Lease Term as to such Equipment and all other Equipment, and all other leases of equipment (including without limitation, all trucks and trailers) between Lessor and Lessee (an "Other Lease"), shall automatically terminate upon possession of the first such item of Equipment being retaken or surrendered (without the need for any further action or notice of termination by Lessor); and Lessor shall be entitled to, (1) recover from Lessee all accrued and unpaid Rents and other amounts owing under the terms hereof, (2) sell such Equipment at public or private sale, and recover from Lessee the amount, if any, by which the proceeds of sale (net of all costs of sale) are less than the Economic Loss with respect to such Equipment calculated as of the Rent payment date immediately preceding the date the Lease Term is terminated, (3) recover from Lessee all of Lessor's costs incurred to retake possession of such Equipment (including reasonable attorneys' fees and expenses), and (4) all of Lessor's remedies arising from an "Event of Default" by Lessee under the Other Lease. If the net proceeds of sale of any item of Equipment exceed the Economic Loss with respect to such item, Lessor may retain such excess.

(c) Pursue any other remedy Lessor may otherwise have hereunder, at law, in equity or under any statute, and recover such other actual damages as may be incurred by Lessor

Lessor's pursuit and enforcement of any one or more remedies with respect to the Lease or any Items of Equipment will not be deemed an election or waiver by Lessor of any other remedy with respect thereto or other Items of Equipment. Although Lessor will attempt in good faith to mitigate its damages, Lessor will not be obligated to sell or re-lease the Equipment. Any sale may be held at such place or places as are selected by Lessor, with or without having the Equipment present. Any sale may be at wholesale or retail, in bulk or in parcels. Time and exactitude of each of the terms and conditions of this Lease, including each attachment hereto, are of the essence. Lessor may accept past due payments without modifying the terms of this Lease and without waiving any further rights of Lessor hereunder and such acceptance will not constitute the establishment of a course of conduct by Lessor that may be relied upon by Lessee. Except as expressly provided herein, neither Lessor nor Lessee will be liable to the other for any consequential or incidental damages arising from a default hereunder Lessee will pay to Lessor all costs and expenses incurred by Lessor in enforcing any of the terms, conditions or provisions contained in this Lease, including without limitation reasonable attorney's fees, the fees of collection agencies, costs to repossess Equipment and other out of pocket expenses.

15. **ASSIGNMENT.**

(a) LESSEE WILL NOT ASSIGN OR ENCUMBER THE INTEREST OF LESSEE HEREUNDER, NOR WILL LESSEE SUBLEASE OR ENCUMBER ANY EQUIPMENT, WITHOUT IN EACH INSTANCE THE PRIOR WRITTEN CONSENT OF LESSOR.

(b) Lessor may assign or encumber its interest in this Lease or sell or encumber any of the Equipment without notice to Lessee. Lessee hereby waives and agrees not to assert against any such assignee, purchaser or lienholder any defense, set-off, counterclaim or recoupment claim which Lessee has or may at any time have against Lessor for any reason whatsoever If Lessee is given notice of such assignment, sale or Lien, Lessee agrees to acknowledge receipt of the foregoing in writing, and if so directed in such notice, to pay directly to such assignee, purchaser or lienholder all Rent and other amounts thereafter due hereunder with respect to the affected Equipment. Each such assignee, purchaser or lienholder will have all of the rights, but none of the obligations (except as provided in the immediately following sentence), of Lessor under this Lease with respect to the affected Equipment. In the case of a sale of any of the Equipment or an outright assignment of this Lease (which assignment is not intended as a security interest), then the purchaser or assignee may also assume the obligations of Lessor arising from and after the date of such sale or assignment with respect to the affected Equipment, and Lessor will be released from any and all obligations thereafter arising under this Lease with respect to the affected Equipment. Subject to the foregoing, this Lease will inure to the benefit of and be binding upon the successors and assigns of the parties hereto. Lessee acknowledges that Harris Bank, as Collateral Agent, or its successors or assigns has, as of the date hereof, a first priority lien on the Equipment.

16. NO WARRANTIES BY LESSOR. LESSEE ACKNOWLEDGES THAT THE EQUIPMENT IS OF SIZE, DESIGN, CAPACITY, DESCRIPTION AND MANUFACTURE SELECTED BY LESSEE, THAT LESSEE IS SATISFIED THAT THE SAME IS SUITABLE FOR ITS PURPOSE, LESSOR IS NOT THE VENDOR NOR MANUFACTURER OF THE EQUIPMENT AND HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY, OR COVENANT, WITH RESPECT TO THE CONDITION, QUALITY, SAFETY, DURABILITY, SUITABILITY FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OR FITNESS OF EQUIPMENT IN ANY RESPECT OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE EQUIPMENT, AND LESSOR MAKES NO REPRESENTATION OR WARRANTY THAT ANY EQUIPMENT CONFORMS TO THE SPECIFICATIONS OF ANY VENDOR AGREEMENT OR SCHEDULE. LESSEE ACCEPTS RESPONSIBILITY WITH RESPECT TO ALL SUCH RISKS, AND LESSOR WILL HAVE NO RESPONSIBILITY THEREFOR.

17 **WAIVER AND INDEMNITY**

(a) Lessor will have no responsibility or liability to Lessee, and Lessee hereby waives any and all claims against Lessor, with respect to any of the following, regardless of any negligence of Lessor, (i) any liability, loss or damage 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.

(b) Lessee will indemnify and defend Lessor against, and hold Lessor harmless from, any and all claims, losses, actions, damages, expenses (including reasonable attorney's fees), obligations, liabilities and Liens (collectively, "Claims"), whether foreseeable or unforeseeable, arising out of this Lease or the ownership, lease, possession, operation, condition, return or use of any Equipment, regardless of the reason therefor and including without limitation any Claims arising under the doctrine of "strict liability" or by operation of law or as the result of the violation or alleged violation or application of any Environmental Laws or other Legal Requirements. Lessee agrees that upon written notice by Lessor of the assertion, filing or incurrence of any Claims, Lessee will assume full responsibility for the defense thereof with counsel satisfactory to Lessor Lessee agrees to inform Lessor within five (5) business days of receipt of notice or Lessee's otherwise becoming aware of any Claims.

(c) Lessee will also indemnify and defend Lessor against and hold Lessor harmless from, any and all Claims, including without limitation, any lost income tax deductions, credits or other benefits, arising out of any act or omission (even if otherwise allowed under the provisions of this Lease) or breach of any representation or warranty hereunder by Lessee or any of its successors, assigns, sublessees or licensees, which act or omission or breach could result in either (i) the lease hereof of any Item of Equipment being characterized as something other than a lease for federal, state or local income tax purposes or (ii) Lessor (or its successors or assigns) not being treated as the owner of any Item of Equipment for federal, state or local income tax purposes. Lessee shall not take any action or fail to take any action, which would result in the Lessor (or its successors or assigns) not being treated as the owner of the Equipment for federal, state or local income tax purposes.

18. *REPRESENTATIONS AND WARRANTIES OF LESSEE.* Lessee hereby represents and warrants to Lessor that (a) the Equipment will at all times be used by Lessee solely for commercial or business purposes of Lessee, (b) all of the Equipment has been delivered to Lessee, (c) Lessee has inspected the Equipment to the full extent Lessee deems desirable, (d) Lessee accepts the Equipment and agrees that Lessor's obligations under this Lease as to delivery of the Equipment and as to the condition of the Equipment have been completely fulfilled, and (e) Lessee is not in default under this Lease, and to Lessee's knowledge, Lessor is not in default hereunder

19. **REPORTS.** Lessee will notify Lessor in writing, within ten (10) days after any Lien attaches to any Equipment, and the details thereof. Lessee will promptly notify Lessor of a change in the address of Lessee's principal place of business. Lessee will reimburse Lessor for all costs and expenses incurred by Lessor as a result of any change in address of Lessee, including without limitation, filing, registration, licensing and permitting fees. Upon the request of Lessor, Lessee will notify Lessor immediately in writing of the location of any Equipment. Lessee will provide Lessor with such financial statements and other documents as Lessor may reasonably request from time to time.

20. **NOTICES.** Service of all notices under this Lease will be sufficient if given personally or mailed or sent by nationally recognized overnight courier service to the party involved at its respective address set forth herein, or at such other address when refused), or three (3) business days after being deposited in the United States mail, duly addressed and with postage prepaid or one (1) business day after being sent by nationally recognized overnight courier service, duly addressed and with delivery charges prepaid. In addition, Lessor may send Lessee notice of termination of the Lease Term with respect to any Equipment and/or the exercise by Lessor of any other remedy as the result of any Event of Default, by facsimile to the facsimile number set forth above (or such other number as Lessee may have directed Lessor by notice), which notice shall be effective when Lessor's equipment for the sending of facsimiles records confirmation of receipt of the facsimile; provided, any such notice shall also be sent the same or the following business day by United States mail or nationally-recognized overnight courier service.

21 **MISCELLANEOUS.** If more than one Lessee is named in this Lease, the liability of each will be joint and several. This Lease, and all other documents executed pursuant hereto or in connection herewith and the rights and obligations of the parties hereunder and thereunder will be governed by the laws of the State of Illinois, without regard to its conflicts of laws rules. If any provision of this Lease (including any remedy) is held to be invalid under any applicable law, such provision will be inapplicable and deemed omitted, but the remaining provisions of this Lease will remain effective in accordance with their terms. No endorsement or statement on any check or any letter accompanying any check or payment of Rent or any other charges shall be deemed an accord and satisfaction. LESSEE HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WHICH PERTAINS DIRECTLY OR INDIRECTLY TO THIS LEASE. All representations, warranties, indemnities and covenants contained in this Lease and in any other document executed pursuant hereto will continue in full force and effect and will survive notwithstanding the full payment of all amounts due hereunder or the termination of any Lease Term or of Lessee's right to possession of any Equipment. Headings and captions are for convenience of reference only and will not be construed as part of this Lease. Lessee will permit Lessor to inspect any Equipment during normal business hours, but Lessor will have no obligation to do so. If Lessor performs any such inspection, Lessee cannot and will not rely thereon and Lessor will have no liability whatsoever to Lessee arising from any such inspection, it being acknowledged by Lessee that any such inspections by Lessor will be done solely for Lessor's purposes. No change, modification or alteration of, and no addition to, the terms and provisions of this Lease will be effective or binding upon Lessor unless the same is in writing and signed by the Lessor. Lessee understands and agrees that neither the seller nor the manufacturer of the Equipment, nor any salesperson or other agent of the seller or the manufacturer of the Equipment, is an agent of Lessor or authorized to waive or alter any term or condition of this Lease. This Instrument, together with all attachments hereto and the other documents executed pursuant hereto contain the entire agreement between Lessee and Lessor relating to the Lease of Equipment.

THIS LEASE CANNOT BE CANCELLED OR TERMINATED BY LESSEE OTHER THAN BY FULL COMPLIANCE WITH THE PROVISIONS HEREOF.

ACCEPTED BY LESSOR:

NAVISTAR LEASING COMPANY
at 2850 West Golf Road
Rolling Meadows, Illinois 60008

By _____
Its Attorney In Fact

LESSEE:

EXIDE CORPORATION

By Dan Packard/ _____

Its Director of Administration

Attest _____

ATTACHMENT 1 - RETURN CONDITIONS

To Lease Agreement Number 3 dated July 9, 1998
Between EXIDE CORPORATION, as LESSEE
and NAVISTAR LEASING COMPANY, AS LESSOR

This Attachment 1 when initialed by Lessee supersedes and replaces the Return Conditions contained in Paragraph 12 of the above described Lease Agreement to which this Attachment is attached, with the terms and conditions set forth below.

Lessee agrees that the Equipment, at time of turn in, will meet the following terms and conditions (the "Return Conditions"), or in lieu of making the necessary repairs will immediately reimburse Lessor for its costs to restore the Equipment to such condition.

1. Unit(s) will be road worthy, capable of operating as originally designed under full load
2. Body, dent and/or rust damage allowance will be $250 or less, including fuel tanks and bumpers.
3. Unit(s) will be de-identified by customer prior to turn in with minimal paint damage.
4. No broken, cracked, or chipped glass will be accepted from customer
5. All standard, optional and safety equipment (fire extinguisher, mud flaps, etc.) on or in truck chassis and attached body (if applicable) must be included and must be in good working order
6. Engine must pass a Dynometer test for 75% of rated horsepower If the engine does not pass the test, in addition to paying for required repairs or replacements to the engine, Lessee will also immediately reimburse Lessor for the cost of the Dynometer test. Blow by will conform to the engine manufacturer's specifications. All electronic engines must have the password removed prior to turn-in.
7. No oil/grease leaks on engine or drive train.
8. Crankcase, manifold and fuel pressure must not exceed manufacturer's specs.
9. Brake linings must be at least 9/32".
10. Brake drums must be D.O T acceptable, no external crack(s). No missing rotor or drum and/or in danger of falling off.
11. Batteries will start the truck unassisted. Electrical system to be fully operational.
12. Steer tires will be matched original highway tread - 9/32" tread depth per tire, to be measured at inside 2nd groove.
13. Drive tires will be matched original or recapped traction tread - 9/32" tread depth per tire measured at groove closest to center line of each tire. No casings accepted that do not meet D.O T. requirements.
14. No broken frames, springs, axles, axle housings, and fifth wheels will be accepted.
15. No other damage to the Equipment in excess of ordinary wear and tear
16. Lessee will make repairs and/or corrections as noted on appraisal within ten (10) working days

Any such damages or failure to meet Return Conditions not readily capable of discovery upon the return of the Equipment solely by a visual inspection (and without operating the Equipment or testing it) will remain the responsibility of Lessee, and Lessee will pay Lessor's charges therefor upon demand. Lessee will deliver to Lessor all maintenance and repair records pertaining to each item of Equipment returned to Lessor, as well as all other documents, permits and license plates pertaining thereto. All of Lessee's obligations herein will survive the expiration of the Lease Term or other termination of this Lease with respect to all items of Equipment.

INITIALS: Dan Packard/ LESSEE BT LESSOR

ATTACHMENT 2 - LESSEE ACKNOWLEDGMENT HEAVY VEHICLE USE TAX RETURN AND SCHEDULE OF HIGHWAY MOTOR VEHICLE TAXES

To Lease Agreement Number 3 dated July 9, 1998
Between EXIDE CORPORATION, as LESSEE
and NAVISTAR LEASING COMPANY, as Lessor

The undersigned Lessee hereby acknowledges the following.

(a) Lessee is required by Federal Law to file with the Internal Revenue Service a Heavy Vehicle Use Tax Return and Schedule of Highway Motor Vehicles on an annual basis.

(b) Lessee is required by Federal Law to pay a tax amount specified under these filings directly to the Internal Revenue Service in a manner timely to this law

Lessee, as required by this Lease Agreement must provide proof of both this filing and the required tax payment to Navistar Leasing Company. This requirement will be fulfilled upon receipt of the following:

On an annual basis the Lessee will provide Lessor with the following:

- Copy of the Heavy Vehicle Use Tax Return
- Copy of the Schedule of Highway Motor Vehicles
- Copy of the canceled checks evidencing the payment of the taxes required by these returns.

All other terms and conditions as specified in this Lease Agreement remain unchanged and will remain in full force.

AGREED, ACKNOWLEDGED AND ACCEPTED BY.

LESSEE:

EXIDE CORPORATION

By Dan Packard/

Its

Date

ATTACHMENT 3 - PURCHASE OPTION

To Lease Agreement Number 3 dated July 9, 1998
Between EXIDE CORPORATION, as LESSEE
and NAVISTAR LEASING COMPANY, AS LESSOR

This Attachment 3 (this "Attachment") is hereby made a part of the Lease Agreement to which it is attached. However, to the extent there is a conflict between the terms of the Lease Agreement and the terms of this Attachment, the terms of this Attachment shall be controlling. Capitalized terms used in this Attachment without definition shall have the meanings provided in the Lease Agreement.

PURCHASE OPTION DELETED.

The Purchase Option set forth in Paragraph 9 of the Lease as originally written is hereby deleted and not made available to the Lessee

PURCHASE OPTION

So long as the Lease Term has not been terminated prior thereto, and provided Lessee is not in default under the Lease, Lessee may elect to purchase all (but not less than all) of the Items of Equipment at the end of the Lease Term by giving Lessor written notice of such election at least ninety (90) days prior to the then scheduled end of the Lease Term If for any reason whatsoever Lessee does not give Lessor such a notice at least ninety (90) days prior to the then scheduled end of the Lease Term, then Lessee's right to purchase the Equipment shall automatically expire (unless Lessor waives, in writing, the delay). If Lessee properly exercises its right to purchase the Equipment, Lessee shall purchase the Equipment immediately upon the termination of the then Lease Term on an AS IS basis in its then location for cash for a purchase price equal to the amounts set forth below, plus all applicable sales and other taxes due with respect to the sale.

	Unit No.	Model No.	VIN/Serial No.	Purchase Price
Item No. 1	1	4700	1HTSCAAM7XH617045	$ 1.00
Item No. 2				$ -
Item No. 3				$ -
Item No. 4				$ -
Item No. 5				$ -
Item No. 6				$ -
Item No. 7				$ -
Item No. 8				$ -
Item No. 9				$ -
Item No. 10				$ -

INITIALS. Dan Packard/ _____ BT
LESSEE LESSOR

Exide Corp 756-4686770-0002 44315-W1

STATE OF ILLINOIS

CERTIFICATE OF TITLE OF A VEHICLE

VEHICLE IDENTIFICATION NO	YEAR	MAKE	ODOMETER
1HTSCAAM7XH617045	99	INTERNATIONAL	

MODEL	BODY STYLE	NO. CYL	HP/CCM	PURCHASE DATE	PURCHASED
4170	TRUCK			08/19/98	NEW

TITLE NO.	ISSUE DATE	MOBILE HOME SQ. FT	TYPE OF TITLE
T8267028006	09/24/98		ORIGINAL

MAILING ADDRESS

HARRIS BANK AS COLLATERAL AGENT
2850 W GOLF RD % NAVISTAR FINL CORP
ROLLING MEADOWS IL 60008

LEGEND(S)

MILEAGE NOT REQUIRED

OWNER(S) NAME AND ADDRESS

NAVISTAR LEASING CO
115 ALEXANDRA WAY
CAROL STREAM IL 60188

FIRST LIENHOLDER NAME AND ADDRESS

HARRIS BANK AS COLLATERAL AGENT
2850 W GOLF RD % NAVISTAR FINL CORP
ROLLING MEADOWS IL 60008

SECOND LIENHOLDER NAME AND ADDRESS

RELEASE OF LIEN

The holder of Lien on the vehicle described in this Certificate does hereby state that the lien is released and discharged.

Firm Name _____ By _____ Signature of Authorized Agent _____ Date _____

Firm Name _____ By _____ Signature of Authorized Agent _____ Date _____

I, George H. Ryan, Secretary of State of the State of Illinois, do hereby certify that according to the records on file with my Office, the person or entity named herein is the owner of the vehicle described herein, which is subject to the above named liens and encumbrances, if any.
IN WITNESS WHEREOF, I HAVE HERETO AFFIXED MY SIGNATURE AND THE GREAT SEAL OF THE STATE OF ILLINOIS, AT SPRINGFIELD.

D15280147
CONTROL NO.

George H Ryan
GEORGE H. RYAN, Secretary of State

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS