FILED

APR 23 2003

BMC

B10 (Official Form 10) (Rev 10/96)

UNITED STATES BANKRUPTCY COURT For the District of Delaware	PROOF OF CLAIM
In re EXIDE TECHNOLOGIES, INC	Case Number 02-11125

NOTE This claim 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

Creditor Name (Person or entity debtor owes)	General Electric Capital Corporation
Address Line 1	c/o Adam M Spence, Esquire
Address Line 2	K Donald Proctor, P A
Address Line 3	102 W Pennsylvania Avenue, Suite 505
City ST ZIP	Baltimore, MD 21204

☐ 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

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

7063002-001

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

1 BASIS FOR CLAIM

☐ Goods sold ☐ Personal injury/wrongful death ☐ Retiree benefits as defined in 11 U S C § 1114(a)

☐ Services performed ☐ Taxes ☐ Wages alaries and compensation (Fill out below)

Your social security No _____

☐ Money loaned ☒ Other (Describe Briefly)

Equipment Lease

Unpaid compensation for services performed from _____ (date) to _____ (date)

2 Date Debt Incurred (MMDDYY)

0 4 1 2 0 2

3 If Court Judgment Date Obtained

4 CLASSIFICATION OF CLAIM Under the Bankruptcy Code all claims are classified as one or more of the following (1) Unsecured nonpriority (2) Unsecured Priority (3) Secured It is possible for part of a claim to be in one category and part in another CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED

** SEE ATTACHED ADDENDUM TO PROOF OF CLAIM

☐ SECURED CLAIM
Attach evidence of perfection of security interest
Brief Description of Collateral

☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

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

☐ UNSECURED NONPRIORITY CLAIM **
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim

☐ UNSECURED PRIORITY CLAIM Specify the priority of the claim

☐ Wages salaries or commissions (up to $4300) earned not more than 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 $1 950 of deposits toward purchase lease or rental of property or services for personal family or household use 11 U S C § 507(a)(6)

☐ Taxes or penalties of governmental units 11 U S C § 507 (a)(7)

☐ Other Specify applicable paragraph of 11 U S C § 507(a) _____

5 AMOUNT OF CLAIM AT TIME CASE FILED ** SEE ATTACHED ADDENDUM TO PROOF OF CLAIM

	$1,960 06	
(Secured)	(Unsecured Nonpriority)	(Unsecured Priority)

☒ Check this box if claim includes charges in addition to the principal amount of the claim Attach itemized statement of all additional charges

6 CREDITS AND SETOFFS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim In filing this claim, claimant has deducted all amounts that claimant owes to debtor

7 SUPPORTING DOCUMENTS *Attach copies of supporting documents* such as promissory notes purchase orders invoices itemized statements of running accounts contracts court judgments or evidence of security interests If the documents are not available explain If the documents are voluminous attach a summary

8 TIME STAMPED COPY To receive an acknowledgment of the filing of your claim, enclosed a stamped, self addressed envelope and copy of this proof of claim

THIS SPACE IS FOR COURT USE ONLY

Exide Technologies
03301

Date	Sign and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any)
4/22/03	Adam M Spence, Esq, Attorney for GECC

Penalty for presenting fraudulent claim Fine of up to $500 000 or imprisonment for up to 5 years or both 18 U S C §§ 152 and 3571

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In Re	**) Chapter 11**
	)
EXIDE TECHNOLOGIES, INC	**) Case No 02-11125**
	)
Debtor	**)**

ADDENDUM TO PROOF OF CLAIM
(7063002-001)

General Electric Capital Corporation ("GECC") for its Addendum to its Proof of Claim against Exide Technologies, Inc f/k/a Exide Corporation ("Debtor"), states as follows

1 On or about March 17, 1999, Debtor entered into that certain Equipment Lease Agreement No 7063022-001 (the "Lease") with GECC A copy of the Lease is attached as Exhibit 1

2 Pursuant to the Lease, Debtor agreed to make 60 monthly payments of $88 28, plus applicable taxes, insurance and other charges to GECC

3 The Lease is unexpired lease of personal property as contemplated by 11 U S C §365

4 When and if the Lease is rejected, pursuant to 11 U S C 502(g), as of the petition date, GECC's unsecured non-priority claim resulting from Debtor's rejection of the Lease is for the amount of $1,960 06, all as more fully set forth on the Balance Due Summary attached as Exhibit 2

5 A portion of these claims may be entitled to administrative priority claim treatment pursuant to 11 U S C §§ 503(b)1(A) and 507(a)1

6 Alternatively, if the Lease is treated as a security lease, then GECC has a secured claim for the amount of $1,960 06, plus legal fees incurred in this matter and interest, secured by the leased equipment more particularly described in the Lease

7 GECC reserves its right to assert any and all administrative claims it has or may hereafter have against the Debtor relating to the Lease GECC further reserves its right to assert any and all claims, whether administrative or otherwise arising in connection with the assumption or rejection of the Lease

8 To the best of GECC's knowledge, GECC claims are not subject to any set-offs or other reduction, except for payments that may have been made by Debtor after the date hereof

1999 MAR -4 AM 8:51

08510548

Equipment Lease Agreement

GE Capital

Agreement # 7063002-001

SUPPLIER ~~Exide Corporation~~ Danka
(Full Legal Name)
~~1703 Southwest Blvd~~ 8630 E. 32nd St
(Street Address)
Wichita KS 67226 SG
(City) (State) (Zip Code) (County)

LESSEE Exide Corporation
(Full Legal Name)
1703 Southwest Blvd
(Street Address)
Wichita KS 67213 SG
(City) (State) (Zip Code) (County)

Quantity	Equipment Model & Description	Serial Number
1	Minolta 2030	31705374

○ See attached schedule for additional Equipment

TRANSACTION TERMS

RENT $ 88.28 (plus applicable taxes) LEASE TERM 60

PAYABLE (check one) ☒ Monthly ○ Other (_____)

PURCHASE OPTION AT END OF LEASE TERM (check one) ○ $1.00 ☒ Fair Market Value or ○ Other (_____)

LEASE RATE FACTOR .0198

Equipment Location (if different from Lessee address above) _____

Lessee Contact/Telephone Scott Hawks 316 942-3116

○ ADVANCE RENT $_____ (plus applicable taxes)

○ SECURITY DEPOSIT $_____

We have written this Lease in plain language because we want you to understand its terms. Please read your copy of this Lease carefully and feel free to ask us any questions you may have. The words "you" and "your" mean the Lessee named above The words "we", "us" and "our" refer to the Lessor named below

IMPORTANT READ BEFORE SIGNING. THE TERMS OF THIS LEASE (INCLUDING THOSE ON THE REVERSE SIDE) SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN LEASE MAY NOT BE LEGALLY ENFORCED YOU MAY CHANGE THE TERMS OF THIS LEASE ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. THIS LEASE IS NOT CANCELABLE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED THIS LEASE IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS WE EXECUTE THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA. YOU AGREE TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN LINN COUNTY IOWA.

ACCEPTED BY

LESSOR GENERAL ELECTRIC CAPITAL CORPORATION
4333 Edgewood Rd NE, Cedar Rapids IA 52411

BY [signature]

TITLE Kenneth J Feeley, Contracts Team Leader

DATE 3/17/99

PROPOSED BY

LESSEE Exide Corporation
(Legal Name)

BY X Scott Hawks
(Signature of Authorized Signer)

Scott Hawks V.P. / Mgr.
(Printed Name and Title)

DATE 3/1/99 FED TAX ID# 23-0552730

UNCONDITIONAL GUARANTY

In consideration of Lessor entering into the above Lease in reliance on this guaranty the undersigned together and separately unconditionally and irrevocably guarantee to Lessor its successors and assigns the prompt payment and performance of all obligations under the Lease We agree that (a) this is a guaranty of payment and not of collection, and that Lessor can proceed directly against us without disposing of any security or seeking to collect from Lessee (b) we waive all defenses and notices including those of protest, presentment and demand (c) Lessor may renew extend or otherwise change the terms of the Lease without notice to us and we will be bound by such changes and (d) we will pay all of Lessor's costs of enforcement and collection. This guaranty survives the bankruptcy of Lessee and binds our administrators, successors and assigns Our obligations under this guaranty continue even if Lessee becomes insolvent or bankrupt or is discharged from bankruptcy and we agree not to seek to be repaid by Lessee in the event we must pay Lessor **THIS GUARANTY WILL BE GOVERNED BY THE SAME STATE LAW AS THE LEASE. WE AGREE TO JURISDICTION AND VENUE IN THE STATE AND FEDERAL COURTS IN THE SAME STATE AND COUNTY**

PERSONAL

By _____ Individually

Address _____

Social Security Number _____

Witness _____

PERSONAL

By _____ Individually

Address _____

Social Security Number _____

Witness _____

GE200(a) (IA)

EXHIBIT 1

TERMS AND COND'TIONS

1. LEASE. Subject to the terms of this Lease you agree to lease from us the Equipment described on the reverse s de when we accept this Lease at our office n Iowa **ONCE WE ACCEPT THIS LEASE, YOU MAY NOT CANCEL IT DURING THE FULL LEASE TERM** You agree to be bound by all the terms of this Lease

2. DELIVERY AND ACCEPTANCE OF EQUIPMENT Acceptance of the Equ pment occurs upon del very When you receive the Equipment you agree to nspect it and to ver fy by telephone or n wr t ng such information as we may require Delivery installation costs are your respons bility If you signed a purchase contract fo the Equ pment by signing this Lease you assign your rights but none of your obligations under t to us

3. RENT Yo agree to pay us Ren p us app cable ta es when ea h payment s due If your Ren payments a e due n Advance your first Rent payment is due on the da e yo accept the Equ pment We will advise you as to (a) the due date of ac Rent paymen and (b) the addre s to wh c you must se d your payments Rent is due whether or not you receive an invoice from u You will pay us any required Advance Rent or Security Deposit when you sign this Lease Security Deposits & Advance may be commingled and do not earn interes Provided you are not n de ault we may apply you Secur t Depos t to the la t Rent payment or to your purchase option or we may refund the Security Depos o you when the Lease Term expires and Equipment is eturned in accordance with Section 16 I we col ect more than one payment as Advance Rent we may app y uch Advance Rent to the last Rent payment You authorize us o change the Rent by not more than 15% due to changes in the o other conf guration which may oc ur prior to our acceptance of this Lease Restrictive endorsements on che ks you send to us w ll not reduce your obliga ions to us **Unless a proper exemption certificate is provided applicable sales and use taxes will be added to the Rent**

4. UNCONDITIONAL OBLIGATION YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE FOR THE FULL LEASE TERM EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED IF IT IS DEFECTIVE OR IF YOU HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. YOU ARE NOT ENTITLED TO REDUCE OR SET OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.

5. DISCLAIMER OF WARRANTIES THE EQUIPMENT IS BEING LEASED TO YOU IN AS IS CONDITION. NO INDIVIDUAL IS AUTHORIZED TO CHANGE ANY PROVISION OF THIS LEASE YOU AGREE THAT WE HAVE NOT MANUFACTURED THE EQUIPMENT AND THAT YOU HAVE SELECTED THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT YOU HAVE NOT RELIED ON ANY STATEMENTS WE OR OUR EMPLOYEES HAVE MADE WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION THE EQUIPMENT'S MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY DESIGN CONDITION, DURABILITY OPERATION QUALITY OF MATERIALS OR WORKMANSHIP OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW You are aware of the name o the Equipment manufacturer and you will contact the manufacturer for a descript on of your warranty rights Provided you are no n default under this Lease you may enforce all warranty rights d rectly against the manufacturer of the Equipment You agree to settle any dispute you may have regarding performance of the Equipment d ectly with the manufacturer of the Equipment

6. TITLE AND SECURITY INTEREST If the Purchase Option amount is $1 00 (a "Dollar Purchase Option), you shall have title to the Equipment mmediately upon delivery and shall be deemed to be the owner of the Equipment as long as you are not in default under this Lease In the event of a default title to the Equipment shall revert to us free and clear of any rights or interests you may have in the Equipment If the Purchase Option is other than $1 00 (a "Stated Purchase Option) the Equipment is and shall remain our sole property during the Lease Term Unless you a e in default under th s Lease you shall have the right to peacefully possess and use the Equipment during the Lease Term To secure all of your obligations to us under this Lease you hereby grant us a security interest in (a) the Equipment to the extent of your interests in the Equipment (b) anything attached or added to the Equipmen at any time (c) any money or property from the sale of the Equipment and (d) any money from an nsurance claim if the Equipment is lost or damaged You agree that the secu ity interest will not be affected if this Lease is changed in any way You hereby appo nt us (or our agent) as your true and lawful attorney-in fact to affix your signature to UCC financing statements prepared and filed on your behalf by us (or our agent) wi h the same force and effect as if you had signed such financing statements If we request you agree to sign financing statements in order for us to publicly record our security interest This Lease or a opy of this Lease shall be sufficient as a financing statement and may be filed as such

7 USE, MAINTENANCE AND REPAIR. You will not move the Equipment from the Equ pment Location without our advance written consent You will give us reasonable access to the Equipment Location so that we can check the Equipment's existence condition and proper maintenance You w ll use the Equipment in the manner for which it was in ended as required by all applicable manuals and instructions and keep it eligible for any manufacturer s certifi ation and/or standard full service maintenance contract. At your own cost and expense you will keep he Equ pment in good repair condition and work ng order ordinary wear and tear excepted All replacement parts and repairs will become our property You will not make any permanent alterations to the Eq pment

8. TAXES You agree that you wil pay when due either directly or by reimbursing us all taxes (including any sales, use and personal property taxes) fines interest and penalties relating to th s Lease and the Equipment (excluding taxes based on our net income) and if we ask, you w ll provide us with proof of paymen If this Lease includes a Dollar Purchase Option you agree to file any required personal property tax eturns We do not have to contest any tax assessments For Leases with a Stated Purchase Option (a) you ag ee to pay us or the loss o any income ax benefits caused by your actions and (b) should an increase n the Federal corporate income tax rate or a change in the accelerated cost recovery deductions allowed by the Internal Revenue Code of 1986 as amended, adversely affect our after tax earn ngs or cash flows you agree that we may increase the Rent and other amounts due under this Lease to offset any such adverse effect

9. INDEMNITY We a e not respons ble for any injuries damages penalties claims or losses including legal expenses incurred by you or any other person caused by the transportation installat on manufacture selection purchase lease ownership possession mod fication maintenanc cond t on operation, use et rn or disposition of the Equipment You agree to reimbu se us for and defend us against any claims for such losses damages penalties claims injuries or expenses This indemnity con inues even after this Lease has exp ed for acts or omissions which occurred during the Lease Term

10. IDENTIFICATION You authorize us to insert or correct missing nformation on this Lease includ ng your official name serial numbers and any othe nformation desc b ng the Equ pment We will send you copies of such changes You will attach to the Equipment any name plates or stickers we provide you

11 LOSS OR DAMAGE You are esponsible for any oss of the Equipment from any cause at all whether or not insured from the time the Equ pment is shipped to you unt l it s returned to us If any item of Equipment is lost stolen or damaged you will promptly notify us of such event Then at our option you will either (a repair the Equipment so that t is in good condition and working order elig ble for any manufacturer s certification or (b) pay us an amount equal to the Net Book Value (as defined n Section 14) of the lost s olen or damaged Equipment If you have satisfied your obligations under this Section 11 we will forward to you any insurance proceeds which we receive for lost damaged or destroyed Equipment If you are in default we will apply any insurance proceeds we receive to reduce your obl gations under Section 14 of this Lease

12. INSURANCE. You agree to (a) keep the Equipmen ully insured against loss naming us as loss payee and (b) obta n a general public liability insurance policy covering both personal injury and property damage in amounts not less than we may tel you naming us as additional insu ed, unt l you have met a l of your obligations under this Lease We are under no duty to tell you if your insurance coverage is adequate The policies shall state that we are to be notified of any proposed cancellation at east 15 days prior to the da e set for cancellation Upon our request you agree to provide us with certificates or other evidence o insurance acceptable to us If you do not p ovide us with evidence of proper insurance within 10 days of our request or we receive notice of policy cancellation, we may (but we are not obligated to) obtain insurance on our interest in the Equipment at your expense You will pay all insurance premiums and related charges

13. DEFAULT You will be in default unde this Lease if any of the following happens (a) we do not receive any Rent or other payment due hereunde within 10 days after its due date or (b) you or any of your guarantors become insolvent are liquidated or dissolved merge transfer substantially all stock or assets stop doing business or assign rights or property for the benefit of creditors or (c) a petition is filed by or against you or any of your guarantors under any bankruptcy or nsolvency law or (d) (for individuals) you or any of your guarantors die or have a guardian appointed, or (e) any representation you have made in this Lease shall prove to have been false or misleading in any material respect or (f) you or any of your guarantors break any promise made in this Lease or any gua anty and do not correct the default within 10 days after we send you written notice of the default or (g) you default on any other agreement between you and us (or our affiliates)

14 REMEDIES Upon the occurrence o a default we may in our sole discretion do any or all of the following (a) provide wr tten notice to you of default, (b) as liquidated damages for loss of a bargain and not as a penalty declare due and payable the present value of (i) any and all amounts which may be then due and payable by you to us under this Lease plus (ii) all Rent payments remaining through the end of the Lease Term plus (iii) the Purchase Option amount if stated or if no fixed Purchase Option amount is given our reasonable estimate of the fair market alue of like equipment as of the end of the Lease Term all discounted at the higher of 6% or the lowest rate allowed by law (collectively the "Net Book Value) We have the right to require you to make the Equipment ava lable to us for repossession during reasonable business hours or we may repossess the Equipment so long as we do not breach the peace in doing so or we may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed You w ll not make any cla ms aga nst us or the equipment for trespass damage or any other reason If we take possession of the Equipment we may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such othe ights as ma be allowed by applicable law Although you agree that we have no obl gation to sell the Equipment if we do sell the Equ pment we will reduce the Net Book Value by the amounts we receive You will immediately pay us the remaining Net ook Value If th s Lea e inc udes a Dollar Purchase Option and we receive more than the Net Book Value plus our costs of sale we will give you the excess You agree (a) that we only need to give you 10 days advance notice of any sale and no notice of advertising (b) to pay all of the osts we incur to enforce our rights against you including attorney fees and (c) that we will retain all of our rights against you even if we do not choose to enforce them at the time of your de au

15. YOUR OPTIONS AT END OF LEASE. Prov ded you are not in default, upon exp ration of a Lease with a Dollar Purchase Option you shall purchase the Equ pment a the end of the Lease Term such amount and we w ll release any secur ty interest we may have n he Equipmen Prov ed you are not in de au upon expiration of a Lease with a Stated Purchase Option you shall have the option to (a return the Equipment in accordance with Section 16 or (b) on 60 days advance wr tten notice to us purchase all b not less tha all of the quipment for the Purchase Option amount if sta ed or if no fixed Purchase Option amount is given our reasonable estimate of the fair market value of like equipment as of the end of the Lease Term If you elect to purchase the Equipment, upon payment of the agreed upon price including all sales taxes and other applicable taxes we will transfer the Equipment to you **AS IS WHERE IS, WITHOUT ANY REPRESENTATION OR WARRANTY** If you fail to exercise the purchase option (a) you will continue to pay Rent unt l the Equipment is received and accepted by us pursuant to Section 15 and (b) all of the terms of the Lease shall continue to apply including your obligation to pay Rent

16. RETURN OF EQUIPMENT If (a) a default occurs (b) you do not purchase the Equ pmen at the end of the Lease Term or (c) you do not extend the Lease Term you will immediately return the Equipment to any location(s) and aboard any carrier(s) we may designa e n he continental United States The Equipment must be properly packed for shipment in accordance with the manufacturer s recommendations or specifications freight prepaid and insured maintained in accordance with Section 7 and in Average Saleable Condition Average Saleable Condition means that all of the Equipment is immediately available for use by a third party buyer user or lessee other than yourself without the need for any repair or refurbishment All Equipment must be free of markings You will pay us for any missing or de ective parts or accessories You will continue to pay Rent until the Equipment is received and accepted by us

17 YOUR REPRESENTATIONS You state for our bene t tha as of he date of this Lease (a) you have the lawful power and author ty to enter into this Lease (b) the ind viduals signing this Lease have been duly authorized to do so on your behalf by entering into th s Lea e you will not viola e any law or other agreement o which you are a party (d) you are not aware of anything that will have a ma erial negative effect on your ability to satisfy your obligations under this Lease and (e) all financial information you have provided us is t ue and accurate and provides a good representation of your f ancial condi ion

18. YOUR PROMISES In add on he other pro isions of this Lease you ag ee that during the term of this Lease (a) you will promptly notify us in wr ing if you move your princ pal place of business if you change the name of your business or here is a change in your ownership (b) you will provide to us such financial information as we may reasonably request from time to time and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligations under his Lease

19. ASSIGNMENT YOU WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT You w ll not attach the Equipmen to any re estat upon our reasonable request and at your cost you will get each person with an interest in the real estate where the Equipment is located to waive any rights they may have in the Equipment We may without notifying you sell assign or transfer this Lease and our interests in the Equipment You agree that if we do so the new owner (and any subsequent owners) will have the same rights and benefits that we now ave but will not have to perform any of our obligations You agree that the rights of the new owner w ll not be subject to any claims, defenses or set-offs that you may have against us However any such assignment sale or transfer of this Lease or the Equipment will not relieve us of any obligat ons we may have to you under this Lease If you a given notice of a new owner of this Lease you agree to respond to any requests about this Lease and if directed by us to pay the new owner all Rent and other amounts due under his Lease

20 COLLECTION EXPENSES, OVERDUE PAYMENT TERMINATION You agree that we can but do not have to take on your behalf any action which you fail to take as required by this Lease and our expenses will be in addition to the Rent which you owe us We may charge you a late charge to cover our collection costs equal to the highe of 10% of any late payment or $22 but not more than the highest legal rate To the extent allowed by law any late payment or non payment of any past due amount w accrue interest a the lower of 18% per annum or the highest legal rate from the due date until paid If you so reques and we permit the early termination of th s Lease you agree to pay a fee for such privilege

21. AGREED LEASE RATE FACTOR. You understand that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased By signing this Lease you acknowledge that you have chosen to lease the Equipment from us for the Lease Term and that you have agreed to pay Rent If this Lease provides for a Dollar Purchase Option, each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate The Equipment Cost is the Rent divided by the Lease Rate actor The lease charge portion of the Rent can be determined by applying to the Equipment Cost the ra e which will amortize the Equ pment Cost down to the Purchase Option amount (which may be a fixed amount or a percentage of the Equipment Cost) by payment of the Rent The lease charge rate can also be calculated using the Equipment Cost as the present value the Purchase Option amount as the future value the Rent as the payment and the Lease Term as the term The lease charge rate may be higher than the actual annual interest rate because of the amortization of certain costs expenses and fees incurred by us **We both intend to comply with all applicable laws If it is determined that your payments under this Lease result in an interest payment higher than allowed by applicable law then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law In no event will we charge or receive or will you pay any amounts in excess of the legal amount**

22. MISCELLANEOUS This Lease contains our entire agreement and supersedes any conflicting provision of any equipmen purchase order or any other agreement **TIME IS OF THE ESSENCE IN THIS LEASE** If a court finds any provision of this Lease to be unenforceable the remaining terms of this Lease shall remain in effect **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE** You authorize us (or our agent) to (a) obtain credit reports (b) make such other credit inquiries as we may deem necessary and furnish payment history information to credit reporting agencies To the extent permitted by law we may charge you a fee of $43 25 to cover our documentation and investigation costs

23. NOTICES All of your written notices to us must be sent by certified mail or recognized overnight delivery service postage prepaid to us at our address stated in this Lease or by facsimile transmission to our facsimile telephone number with oral confirmation of receipt All of our notices to you may be sent first class mail postage prepaid to your address stated in this Lease At any time after this Lease is signed you or we may change an address or facsim le telephone number by g v ng notice to the other of the change

24 WAIVERS WE AND YOU EACH AGREE TO WAIVE AND TO TAKE ALL REQUIRED STEPS TO WAIVE ALL RIGHTS TO A JURY TRIAL To the extent you are permitted by applicable law you wa ve all rights and remedies conferred upon a lessee by Article 2A Sections 508-522 of the Uniform Commercial Code including but not limited to your rights to (a) cancel or repud ate this Lease (b reject or revoke acceptance of the Equipment (c) recover damages from us for any breach of warranty or for any other reason, and (d) grant a security interest in any Equipment in your possession To the extent you are permitted by applicable law you waive any rights you now or later may have under any statute or otherwise which require us to sell or otherwise use any Equipment to reduce our damages which require us to provide you with notice of default intent to accelerate amounts becoming due or acceleration of amounts becoming due or which may otherwise limit or modify any of our rights or remedies **ANY ACTION YOU TAKE AGAINST US FOR ANY DEFAULT INCLUDING BREACH OF WARRANTY OR INDEMNITY MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT WHICH CAUSED IT** We will not be liable for specific performance of this Lease or for any losses damages delay or failure to deliver Equipment

ACCOUNT NAME	Exide Corporation	
ACCOUNT SCHEDULE	7063002-001	BALANCE DUE SUMMARY
Date Prepared	3/11/2003	

A PAST DUE MONTHLY RENTAL CHARGE BREAKDOWN

# Months past due		0		Past Due From		
Next Payment Due Date		3/17/2003				
	Monthly Unit Cost			No Months	Aggregate	
1) Equipment Rental	$	88 28	X		$	-
2) Tax on Equipment	$	2 93	X		$	-
3) Late Charge	$	-	X		$	-
4) Insurance	$		X		$	-
5)	$		X		$	-
6)	$	-	X		$	-
7)	$	-	X		$	-
	PAST DUE AGGREGATE				**$**	

B OTHER CHARGES PAST DUE

1) Property Tax	$	261 55
2) Sales Tax on Property Tax	$	-
3) Collection Charges ( )	$	-
TOTAL OTHER PAST DUE CHARGES	**$**	**261 55**

C REMAINING AMOUNTS DUE

Months Remaining after Past due						
	$	88 28	X	13		
1 Remaining Payments Equipment Rental Charges						
2 Remaining Payments Sales Tax					$	99 61
3 Rental Stream Present Value @ 6 % from Remaining Payments (Use Stipulated Loss Rate if Lease and Contract Rate if Loan or Disguised Secured Transaction)					$	1,108 46
4 Residual					$	490 44
5 Guaranteed Purchase Option					$	-
TOTAL REMAINING PAYMENTS/PETITION					**$**	**1,698 51**

D TOTAL TRANSACTION TERMS

Months	60	Final Payment Date	3/17/2004

E EQUIPMENT

1 Gross Equipment Sale Proceeds	$	-
2 Letter of credit cashed	$	-
2 Repossession/Resale Expenses (see enclosed invoices)	$	-

GRAND TOTAL DUE $ 1,960 06

(This total does not include applicable legal fees which will be charged to the lessee)