IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
EXIDE TECHNOLOGIES, et al.,	)	Case Nos. 02-11125 (JCA)
	)	through 02-11128 (JCA)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	
	)	

OFFICIAL COMMITTEE OF UNSECURED CREDITORS APPLICATION FOR ORDER UNDER SECTIONS 327 AND 328(a) OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 2014 APPROVING RETENTION OF JEFFERIES & COMPANY, INC. AS FINANCIAL ADVISOR TO OFFICIAL COMMITTEE OF UNSECURED CREDITORS AND GRANTING WAIVER OF COMPLIANCE WITH REQUIREMENTS UNDER DEL. BANKR. LR 2016-2

The Official Committee of Unsecured Creditors (the "Committee") of Exide Technologies and its affiliated debtors and debtors-in-possession (collectively, the "Debtors"), hereby applies (the "Application") for an order under 11 U.S.C. §§ 327(a) and 328(a), and Rules 2014, 2016 and 5002 of the Federal Rules of Bankruptcy Procedure and Del Bankr. LR 2016-2 (the "Local Rules") authorizing the employment and retention of Jefferies & Company, Inc. ("Jefferies") as financial advisors to the Committee. In support of this Application, the Committee relies upon and incorporates by reference the Declaration of William Q. Derrough. (the "Derrough Declaration"), a copy of which is attached hereto as Exhibit A. In further support of this Application, the Committee respectfully represents as follows:

BACKGROUND

1. On April 15, 2002, the Debtors each filed a voluntary petition for relief under Chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtors continue to manage their property and operate their business as debtors-in-possession in accordance with sections 1107 and 1108 of the Bankruptcy Code. This Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334. Venue is proper in this district in accordance with 28 U.S.C. §§ 1408 and 1409. No trustee or examiner has been appointed in this case.

2. On April 29, 2002, the United States Trustee for the District of Delaware, pursuant to section 1102 of the Bankruptcy Code, appointed the Committee to represent the interests of all unsecured creditors in these Chapter 11 Cases. The Committee is currently comprised of the following members: Bank of New York as indenture trustee for the 10% Senior Notes, Daramic, Inc., HSBC Bank USA as indenture trustee for the 2.9% Convertible Notes, Offitbank, Pension Benefit Guaranty Corporation, Transervice Logistics and Turnberry Capital.

3. On or about April 29, 2002, the Committee decided to retain Jefferies as its financial advisor. Accordingly, this Application is made by the Committee for an order, pursuant to sections 328(a) and 1103 of the Bankruptcy Code and Bankruptcy Rule 2014, authorizing the Committee to retain Jefferies as its financial advisor, effective as of April 29, 2002.

4. The statutory predicates for the relief sought herein is section 327 of the Bankruptcy Code.

RELIEF REQUESTED

5. By this Application, the Committee requests that the Court enter an order pursuant to sections 327(a) and 328 of the Bankruptcy Code authorizing the Committee to

employ and retain Jefferies as their financial advisors, *nunc pro tunc* to April 29, 2002 for the purpose of advising the Committee during all phases of these chapter 11 cases.

BASIS TO RETAIN JEFFERIES AS FINANCIAL ADVISORS

A. Jefferies' Qualifications

6. The Committee selected Jefferies because of its expertise in providing financial advisory services to debtors and creditors in bankruptcy and distressed situations.

7. The Committee has been informed that Jefferies & Company, Inc. is an investment banking firm and a registered broker-dealer with the United States Securities and Exchange Commission. Jefferies & Company, Inc. is a subsidiary of Jefferies Group, Inc., a public company with over $5 billion in assets, a market capitalization of over $1,100 million, approximately 1,200 employees and 20 offices around the world. Jefferies & Company, Inc. is a member of the National Association of Securities Dealers, Inc., the Boston Stock Exchange, Inc., the International Stock Exchange, the Pacific Exchange, Inc., the Philadelphia Stock Exchange, Inc., and the Securities Investors Protection Corporation. Helfant Group, a subsidiary of Jefferies Group, Inc., is a member of the American Stock Exchange, Inc., Boston Stock Exchange, the Chicago Stock Exchange, Inc., the International Stock Exchange, the National Association of Securities Dealers, Inc., the New York Stock Exchange, Inc., and the Pacific Exchange. Jefferies International Ltd., a wholly owned subsidiary of Jefferies Group, Inc., is a member of the London Stock Exchange and is regulated by the Financial Securities Authority. Jefferies Advisers, Inc., a wholly owned subsidiary of Jefferies Group, Inc., is registered with the Securities and Exchange Commission as an investment advisor. The principal offices of Jefferies & Company, Inc. are located at 520 Madison Avenue, New York, New York, 10022.

8. The Committee has been informed that Jefferies provides a broad range of corporate advisory services to its clients, including services pertaining to: (i) general financial advice, (ii) mergers, acquisitions, and divestitures, (iii) special committee assignments, (iv) capital raising, and (v) corporate restructuring.

9. In addition to Jefferies' understanding of the Debtors' financial history and the industry in which the Debtors operate, Jefferies and its senior professionals have extensive experience in the reorganization and restructuring of troubled companies, both out-of-court and in chapter 11 proceedings. The employees of Jefferies have advised debtors, creditors, equity constituencies, and purchasers in many reorganizations. Since 1990, these professionals have been involved in over 100 restructurings representing over $75 billion in restructured debt.

10. Jefferies has extensive experience in reorganization cases and has an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors, creditors and creditors' committees throughout the United States such as: In re AmeriServe Food Distribution, In re Ames Department Stores, Inc., In re Cybercash, Inc., In re Diamond Brands Operating Corp, In re Federal-Mogul Corporation, In re Heartland Wireless Communications, In re ICO Global Communications Services Inc., et al., In re International Wireless Communications, Inc., et al., In re Kaiser Group International, Inc., In re Net2000 Communications, Inc., In re Silver Cinemas, Inc., and In re VF Foods International.

B. The Engagement

11. On April 29, 2002, the Committee retained Jefferies as financial advisors for the purpose of restructuring the Company pursuant to a Chapter 11 reorganization. As a result, Jefferies has developed considerable knowledge of the Debtors' businesses.

12. The Committee has requested that Jefferies serve as financial advisors during these chapter 11 cases to perform a broad range of services on behalf of the Committee, which include, without limitation:

a) become familiar, to the extent Jefferies and the Committee deem appropriate, with and analyze the business, operations, properties, financial condition and prospects of the Debtors;

b) advise the Committee on the current state of the "restructuring market";

c) assist and advise the Committee in developing a general strategy for accomplishing the Restructuring;

d) assist and advise the Committee in implementing a plan of Restructuring with the Debtors;

e) assist and advise the Committee in evaluating and analyzing a Restructuring including the value of the securities, if any, that may be issued to certain creditors under any Restructuring plan; and

f) render such other financial advisory services as may from time to time be agreed upon by the Committee and Jefferies

13. It is necessary and essential that the Committee employ a financial advisor to render the foregoing professional services in order to assist the Committee to handle the many issues that may arise in the context of the restructuring. The Committee believes that Jefferies is eminently qualified to serve them in these chapter 11 cases and that the retention of Jefferies is in the best interests of the Debtors' estates and creditors.

C. Disclosures Concerning Conflicts of Interest[1]

14. To check and clear potential conflicts of interest in these cases, Jefferies has informed the Committee that it researched its client database to determine whether Jefferies had any connection with, among others, the following entities (as shown on Exhibit B, attached hereto):

a) The Debtors and their affiliates;

b) The Debtors' current and recent officers, directors and principal shareholders;

c) The Indenture trustees

d) Equity holders holding more than 5% of equity in the Debtors

e) The Debtors' secured lenders and holders of Securitization Notes

f) The Debtors' insurance companies and insurance premium finance companies

g) The Debtors' unions

h) Parties to material litigation involving the Debtor

i) The Debtors' joint venture partners

j) Certain of the Debtors' non-bankruptcy professionals

k) The Debtors' largest unsecured creditors, and any other parties in interest Jefferies could readily identify as clients of the firm

l) The Debtors' top ten taxing authorities

m) The Debtors' major banking relationships

n) The Debtors' significant lessors

o) Parties for whom letters of credit of the Debtor were issued

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[1] The Committee's knowledge, information and belief regarding the matters set forth herein are based, and made in reliance, upon the Derrough Declaration.

p) Counterparts to Debtors' financial derivatives

q) Parties providing performance and guarantee bonds for the Debtors

r) Members of the Debtors' Bank Steering Committee

s) The Debtors' significant customers

t) The Debtors' other significant contract parties over $2.5 million

15. To the best of the Committee's knowledge, the principals and professionals of Jefferies do not have any connection with the Debtors, their creditors, or any other party in interest, and do not hold or represent an interest materially adverse to the estate, and are "disinterested persons" under section 101(14) of the Code, except as set forth in the Derrough Declaration. The Committee submits that the employment of Jefferies would be in the best interests of the Committee, the Debtors and their estates

16. From time to time, Jefferies has provided financial advisory and/or consulting services to certain creditors and other parties in interest in matters unrelated to these cases. Jefferies has informed the Committee that during its retention by the Committee in these cases it will not provide services to individual creditors of the Debtors, including, without limitation, those listed in the Derrough Declaration, in connection with any matters relating to the Debtors. However, given its diverse practice and client base, Jefferies may provide services to clients in matters unrelated to these chapter 11 cases, who are or become creditors of the Debtors or who may have interests adverse to such entities in unrelated matters.

17. Jefferies is a global investment banking firm with broad activities covering trading in equities, convertible securities and corporate bonds in addition to its financial advisory practice. With more than 80,000 customer accounts around the world, it is possible that one of its clients or a counter-party to a security transaction may hold a claim or otherwise is a party-in-interest in these chapter 11 cases. Furthermore, as a major market maker in equity securities as

well as a major trader of corporate bonds and convertible securities, Jefferies regularly enters into securities transactions with other registered broker-dealers as a part of its daily activities. Some of these counter-parties may be creditors of the Debtors. Jefferies believes none of these business relationships constitute interests materially adverse to the Debtors and the Committee herein in matters upon which Jefferies is to be employed, and none are in connection with these cases.

D. Professional Compensation and Reimbursement

18. Jefferies has indicated its willingness to serve as financial advisor to the Committee, subject to the terms and conditions of the Engagement Letter annexed hereto as Exhibit C being approved pursuant to section 328(a) of the Bankruptcy Code[2]. The Committee understands that Jefferies will seek compensation from the Debtors' estates, subject to Court approval after notice and a hearing, in accordance with applicable provisions of the Bankruptcy Code, Bankruptcy Rules and the orders, procedures and local rules of this Court, except as otherwise described herein.

19. The Engagement Letter provides, among other things, that Jefferies will charge a monthly fee (the "Monthly Fee") in the amount of $150,000 in cash in advance on the first day of each month for the first four months, then $125,000 for each month thereafter[3]. In addition, the Engagement Letter provides that Jefferies will receive reimbursement of all out-of-pocket expenses incurred in connection with the services rendered to the Committee, including,

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2 This summary is presented for convenience purposes only. The terms set forth in the Jefferies Engagement Letter are controlling in all respects.

3 In the event that payment of the monthly fee is made for a partial month based upon the date on which the Engagement Letter is signed, such monthly fee will be pro rated from the day of the month on which the Engagement Letter is signed to the end of the month.

without limitation, fees, disbursements, travel and lodging expenses, word processing charges, messenger and duplicating services, facsimile expenses, and other customary expenses.

20. The Engagement Letter further provides that, in the event of the consummation of a Restructuring (during the term of the Engagement Letter or within twelve months after the expiration or termination of the Engagement Letter), Jefferies will be paid a success fee (herein defined as a "Success Fee") in an amount equal to 0.75% of the Recovery Value (as defined in paragraph 5(b) of the Engagement Letter) received by the unsecured creditors in connection therewith.

21. The Engagement Letter also provides that the Debtors will indemnify Jefferies (and certain other persons) pursuant to the terms and conditions set forth in Schedule A annexed to the Engagement Letter; provided, however, that such indemnification excludes any claims arising from and based solely upon the bad faith or gross negligence of Jefferies or any other indemnified person.

C. Fee Applications and Interim Compensation and Reimbursement

22. Jefferies has indicated to the Committee that it is not the general practice of investment banking firms to keep detailed time records similar to those customarily kept by attorneys. Jefferies' restructuring professionals do as a practice, and in these chapter 11 cases will as a practice, keep time records detailing and describing their daily activities, the identity of persons who performed such tasks and the amount of time expended on each activity on a daily basis. Also, Jefferies will supplement this information with a list of the non-restructuring professionals who assist the restructuring department on this matter but who are not capable of keeping the records in the same manner. In addition, apart from the time recording practices described above, Jefferies' restructuring personnel do not maintain their time records on a

"project category" basis. The Committee has been advised that to have Jefferies recreate the time entries for its restructuring personnel and require its non-restructuring personnel to record its time as prescribed by the Local Rules would be, in each case, unduly burdensome and time-consuming. As such, the Committee submits that the detailed time descriptions that Jefferies' restructuring personnel will provide should be sufficient for any review of the time entries in connection with a subsequent application for compensation. Accordingly, to the extent necessary based on the foregoing, the Committee seeks a waiver of the requirements set forth in Local Rule 2016-2(h).

23. Except as otherwise provided herein, Jefferies intends to apply to the Court for payment of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the guidelines promulgated by the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee" or the "United States Trustee") and the Local Rules and orders of this Court, and pursuant to any additional procedures that may be or have already been established by the Court in these cases. In connection therewith, subject to application for and allowance by the Court, Jefferies will receive reimbursement for reasonable and documented out-of-pocket expenses incurred in connection with the services rendered to the Committee including, without limitation, the reasonable fees and disbursements of Jefferies' outside counsel, travel and lodging expenses, word processing charges, messenger and duplicating services, facsimile expenses, long distance telephone calls, and other customary expenditures.

24. The Fee Structure which is set forth in the Jefferies Engagement Letter is comparable to those generally charged by financial advisory and investment banking firms of similar stature to Jefferies and for comparable engagements, both in and out of court, and reflect

a balance between a fixed, monthly fee, and a contingency amount which are tied to the consummation and closing of the transactions contemplated by the Committee and Jefferies in the Jefferies Engagement Letter.

25. The hours worked, the results achieved and the ultimate benefit to the Committee of the work performed by Jefferies in connection with this engagement may vary and the Committee and Jefferies have taken this into account in setting the above fees. In order to induce Jefferies to do business with the Committee, the fees were set against the difficulty of the assignment and the potential for failure. Additionally, and in connection therewith, the Committee has been advised by Jefferies that it will endeavor to coordinate with the other retained professionals in these bankruptcy cases to eliminate unnecessary duplication or overlap of work.

26. The Committee acknowledges and agrees that Jefferies' mergers and acquisitions expertise as well as its capital markets knowledge, financing skills, and restructuring capabilities, some or all of which may be required by the Committee during the term of Jefferies' engagement hereunder, were important factors in determining Fee Structure and that the ultimate benefit to the Committee of Jefferies' services hereunder could not be measured merely by reference to the number of hours to be expended by Jefferies' professionals in the performance of such services.

27. The Committee also acknowledges and agrees that the Fee Structure has been agreed upon by the parties in anticipation that a substantial commitment of professional time and effort will be required of Jefferies and its professionals hereunder, and in light of the fact that such commitment may foreclose other opportunities for Jefferies and that the actual time and commitment required of Jefferies and its professionals to perform its services hereunder may

vary substantially from week to week or month to month, creating "peak load" issues for the firm.

28. In sum, in light of the foregoing and given the numerous issues which Jefferies may be required to address in the performance of its services hereunder, Jefferies' commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for Jefferies' services for engagements of this nature in an out-of-court context, the Committee acknowledges and agrees that the Fee Structure is both fair and reasonable under the standards set forth in 11 U.S.C. § 328(a). All compensation and expenses will be sought in accordance with section 328(a) of the Bankruptcy Code, as incorporated in sections 329 and 331 of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and orders of the Court.

NOTICE

29. Notice of this Application has been given to (a) the Office of the United States Trustee, (b) counsel for the Debtors, (c) the entities appearing on the consolidated list of creditors holding the twenty largest unsecured claims against the Debtors and (d) those entities that have filed a notice of appearance and request for papers in these cases. In light of the nature of the relief requested herein, the Committee submits that no other or further notice need be given.

WHEREFORE, the Committee respectfully requests that the Court enter an order under sections 327(a) and 328 of the Bankruptcy Code, substantially in the form annexed hereto as Exhibit D approving the employment of Jefferies to perform the services described herein, and grant the Committee such other and further relief as is just.

Dated: Wilmington, Delaware
July 9th, 2002

OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF EXIDE TECHNOLOGIES, EXIDE DELAWARE, LLC; EXIDE ILLINOIS, INC.; AND RBD LIQUIDATION LLC

By: Turnberry Capital Management , LP
Chairperson of the Committee

By _____
Jeffrey Dobbs

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
	:	
EXIDE TECHNOLOGIES, et al.,	:	Case No. 02-11125 (JCA)
a Delaware corporation,	:	Jointly Administered
	:	
Debtors.	:	**Hearing Date: 7/ 30/02 @ 1:30 p.m.**
_____	:	**Objection Deadline: 7/23/02 at 4:00 p.m.**

NOTICE OF MOTION

TO: All parties requesting special notice under Fed. R. Bankr. P. 2002

The Official Committee of Unsecured Creditors in the above-captioned case (the "Committee") has filed its **Application for an Order Under Sections 327 and 328(a) of the Bankruptcy Code and Bankruptcy Rule 2014 Approving Retention of Jefferies & Company, Inc. as Financial Advisor to Official Committee of Unsecured Creditors and Granting Waiver of Compliance with Requirements Under Del. Bankr. LR 2016-2** (the "Application").

You are required to file a response to the attached Application on or before July 23, 2002 at 4:00 p.m Eastern Time.

At the same time, you must also serve a copy of the objection upon the proposed attorneys to the Committee:

David B. Stratton, Esq.
PEPPER HAMILTON LLP
1201 Market Street, Suite 1600
Wilmington, Delaware 19801
Fax: (302) 656-8865

Fred S. Hodara, Esq.
AKIN GUMP STRAUSS HAUER & FELD LLP
590 Madison Avenue
New York, New York 10022
Fax: (212) 872-1002

A HEARING ON THE MOTION WILL BE HELD on July 30, 2002 @ 1:30 p.m. before the Honorable John C. Ackard, Courtroom 2B, United States Court House, 844 King Street, Wilmington, Delaware.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF DEMANDED IN THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

Dated: July 11, 2002

/s/ Aaron A. Garber
David B. Stratton (DE No. 960)
David M. Fournier (DE No. 2812)
Aaron A. Garber (DE No. 3837)
PEPPER HAMILTON LLP
1201 Market Street, Suite 1600
Wilmington, Delaware 19801
(302) 777-6500

- and -

Fred S. Hodara, Esq.
Mary R. Masella, Esq.
AKIN GUMP STRAUSS HAUER & FELD LLP
590 Madison Avenue
New York, New York 10022
(212) 872-1000

EXHIBIT A:

DECLARATION OF WILLIAM Q. DERROUGH

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
EXIDE TECHNOLOGIES, et al.,	)	Case Nos. 02-11125 (JCA)
	)	through 02-11128 (JCA)
	)	
Debtors.	)	(Jointly Administered)

DECLARATION OF WILLIAM Q. DERROUGH

I, William Q. Derrough., an Managing Director of Jefferies, hereby declares under penalty of perjury:

1. I am a Managing Director of Jefferies & Company, Inc. ("Jefferies"), an investment banking firm with its principal office located at 520 Madison Avenue, New York, New York 10022. I am duly authorized to make this declaration on behalf of Jefferies and submit this declaration in accordance with section 329 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2014(a), 2016(b) and 5002 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") in connection with the application (the "Application") of the Official Committee of Unsecured Creditors (the "Committee") for an order pursuant to sections 327(a) and 328(a) of the Bankruptcy Code authorizing the Committee to retain and employ Jefferies as financial advisors.

2. Unless otherwise stated in this declaration, I have personal knowledge of the

facts set forth herein and, if called as a witness, I would testify thereto.[1] Capitalized terms and phrases not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

A. Retention of Jefferies by the Committee

3. As a result of the proposed engagement of Jefferies by the Committee, Jefferies has become familiar with the Debtors' business operations, capital structure, financing documents and other material information, and is able to assist the Committee in the Debtors' reorganization efforts. I believe that Jefferies and the professionals it employs are uniquely qualified to advise the Committee in the matters for which Jefferies is proposed to be employed.

B. Services to be Performed by Jefferies

4. The Committee has requested that Jefferies serve as financial advisors during these chapter 11 cases to perform a broad range of services on behalf of the Committee, which include, without limitation:

a) become familiar, to the extent Jefferies and the Committee deem appropriate, with and analyze the business, operations, properties, financial condition and prospects of the Debtors;

b) advise the Committee on the current state of the "restructuring market";

c) assist and advise the Committee in developing a general strategy for accomplishing the Restructuring;

d) assist and advise the Committee in implementing a plan of Restructuring with the Debtors;

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[1] Certain of the disclosures set forth herein relate to matters within the knowledge of other employees at Jefferies and are based on information provided by them.

e) assist and advise the Committee in evaluating and analyzing a Restructuring including the value of the securities, if any, that may be issued to certain creditors under any Restructuring plan; and

f) render such other financial advisory services as may from time to time be agreed upon by the Committee and Jefferies

5. Subject to the Court's approval of the Application, Jefferies is willing to serve as the Committee's financial advisor and provide the services described above.

C. Disinterestedness of Professionals

6. In connection with its retention by the Debtors, Jefferies researched its client database to determine whether it had any relationships with the following entities (the "Potential Parties in Interest"):

a) The Debtors and their affiliates;

b) The Debtors' current and recent officers, directors and principal shareholders;

c) The Indenture trustees

d) Equity holders holding more than 5% of equity in the Debtors

e) The Debtors' secured lenders and holders of Securitization Notes

f) The Debtors' insurance companies and insurance premium finance companies

g) The Debtors' unions

h) Parties to material litigation involving the Debtor

i) The Debtors' joint venture partners

j) Certain of the Debtors' non-bankruptcy professionals

k) The Debtors' largest unsecured creditors, and any other parties in interest Jefferies could readily identify as clients of the firm

l) The Debtors' top ten taxing authorities

m) The Debtors' major banking relationships

n) The Debtors' significant lessors

o) Parties for whom letters of credit of the Debtor were issued

p) Counterparts to Debtors' financial derivatives

q) Parties providing performance and guarantee bonds for the Debtors

r) Members of the Debtors' Bank Steering Committee

s) The Debtors' significant customers

t) The Debtors' other significant contract parties over $2.5 million

As part of this inquiry, Jefferies then entered the names of Potential Parties in Interest into a computer database containing the names of all clients and conflict information concerning the clients of Jefferies. This inquiry revealed that certain of the Potential Parties in Interest were current or former Jefferies clients (the list of such clients is referred to herein as the "Client Match List"). Through the information generated from the above-mentioned computer inquiry, and through follow-up inquiries with Jefferies professionals responsible for certain clients listed on the Client Match List, Jefferies determined that the representation of the clients on the Client Match List concerned matters unrelated to the Debtors. In particular, to the best of my knowledge, information and belief, (a) Jefferies currently represents the entities identified on the schedule annexed hereto as Schedule 1 on matters unrelated to these cases; and (b) Jefferies formerly represented those entities identified on the schedule annexed hereto as Schedule 2 on matters unrelated to these cases.

7. As part of its diverse global activities, Jefferies is involved in numerous cases, proceedings and transactions involving many different professionals including attorneys, accountants and financial consultants, some of which may represent claimants and parties-in-interest in the Debtors' chapter 11 cases. Further, Jefferies has in the past, and may in the future, be represented by several attorneys and law firms in the legal community, some of whom may be

involved in these cases. In addition, Jefferies has in the past, and may in the future, be working with or against other professionals involved in these cases in matters wholly unrelated to these cases. Based on our current knowledge of the professionals involved, and to the best of my knowledge, none of these business relationships constitute interests materially adverse to the Committee herein in matters upon which Jefferies is to be employed, and none are in connection with these cases.

8. As to the remainder of the individuals and entities set forth in paragraph 6 above, to the best of my knowledge, Jefferies has not been employed by or rendered advisory services to any of them within the past five years.

9. Except as described below, neither Jefferies nor to the best of my knowledge, any employee of Jefferies is or was a creditor or equity holder of the Debtors.

10. Neither Jefferies, nor to the best of my knowledge, any employee of Jefferies is or was an investment banker for any outstanding security of the Debtors.

11. Neither Jefferies, nor to the best of my knowledge, any employee of Jefferies is or was, within two years before the commencement of these cases, an investment banker for the Debtors, in connection with the offer, sale or issuance of a security of the Debtors.

12. Neither Jefferies, nor to the best of my knowledge, any employee of Jefferies is or was within two years before the commencement of these cases, a director, officer or employee of the Debtors or an investment banker of the Debtors.

13. Jefferies is a global investment banking firm with broad activities covering trading in equities, convertible securities and corporate bonds in addition to its financial advisory practice. With more than 80,000 customer accounts around the world, it is possible that one of its clients or a counter-party to a security transaction may hold a claim or otherwise is a party-in-

interest in these chapter 11 cases. Furthermore, as a major market maker in equity securities as well as a major trader of corporate bonds and convertible securities, Jefferies regularly enters into securities transactions with other registered broker-dealers as a part of its daily activities. Some of these counter-parties may be creditors of the Debtors. Jefferies believes none of these business relationships constitute interests materially adverse to the Debtors or the Committee herein in matters upon which Jefferies is to be employed, and none are in connection with these cases.

14. Except as may be otherwise set forth herein, to the best of my knowledge, Jefferies, its principals and professionals (i) do not have any connection with the Debtors or their affiliates, their creditors, or any other party in interests, (ii) are "disinterested persons" under section 101(14) of the Bankruptcy Code, as modified by section 1107(b), and (iii) do not hold or represent any interest adverse to the Debtors' estates. Jefferies does not and has not represented any entity in matters related to these chapter 11 cases.

15. The Debtors have numerous creditors and relationships with various individuals and entities that may be parties in interest in these cases. Consequently, although every reasonable effort has been made to discover and eliminate the possibility of any conflict, including the efforts outlined above, Jefferies is unable to state with certainty whether one of its clients or an affiliated entity holds a claim or otherwise is a party in interest in these chapter 11 cases. If Jefferies discovers any information that is contrary to or pertinent to the statements made herein, Jefferies will disclose such information to the Court on notice to creditors and the United States Trustee promptly. Jefferies does not advise, has not advised, and will not advise any entity, other than the Committee, in matters related to these chapter 11 cases.

16. Jefferies has indicated its willingness to serve as financial advisor to the Committee, subject to the terms and conditions of the Engagement Letter annexed to the Application as Exhibit C being approved pursuant to section 328(a) of the Bankruptcy Code[2]. The Committee understands that Jefferies will seek compensation from the Debtors' estates, subject to Court approval after notice and a hearing, in accordance with applicable provisions of the Bankruptcy Code, Bankruptcy Rules and the orders, procedures and local rules of this Court, except as otherwise described herein.

17. The Engagement Letter provides, among other things, that Jefferies will charge a monthly fee (the "Monthly Fee") in the amount of $150,000 in cash in advance on the first day of each month for the first four months, then $125,000 for each month thereafter[3]. In addition, the Engagement Letter provides that Jefferies will receive reimbursement of all out-of-pocket expenses incurred in connection with the services rendered to the Committee, including, without limitation, fees, disbursements, travel and lodging expenses, word processing charges, messenger and duplicating services, facsimile expenses, and other customary expenses.

18. The Engagement Letter further provides that, in the event of the consummation of a Restructuring (during the term of the Engagement Letter or within twelve months after the expiration or termination of the Engagement Letter), Jefferies will be paid a success fee (herein defined as a "Success Fee") in an amount equal to 0.75% of the Recovery

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2 This summary is presented for convenience purposes only. The terms set forth in the Jefferies Engagement Letter are controlling in all respects.

3 In the event that payment of the monthly fee is made for a partial month based upon the date on which the Engagement Letter is signed, such monthly fee will be pro rated from the day of the month on which the Engagement Letter is signed to the end of the month.

Value (as defined in paragraph 5(b) of the Engagement Letter) received by the unsecured creditors in connection therewith.

19. The Monthly Retainer and contingent Success Fee set forth herein are consistent with Jefferies' typical fee for work of this nature. The fees are set at a level designed to compensate Jefferies fairly for the work of its professionals and assistants and to cover fixed and routine overhead expenses. It is Jefferies' policy to charge its clients for all disbursements and expenses incurred in the rendition of services.

20. Jefferies intends to apply to the Court for allowance of compensation for professional services rendered and reimbursement of charges and disbursements incurred in these chapter 11 cases in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules and the Orders of this Court.

21. Other than as set forth above, no other arrangement is proposed between the Debtors and Jefferies for compensation to be paid in these cases.

22. The foregoing constitutes the statement of Jefferies pursuant to sections 329 and 504 of the Bankruptcy Code, and Bankruptcy Rules 2014(a), 2016(b) and 5002.

23. I declare under penalty of perjury that the foregoing is true and accurate.

William Q. Derrough
Managing Director
Jefferies & Company, Inc.
520 Madison Avenue
New York, New York 10022

Schedule 1

Disclosure of Jefferies & Company, Inc.

Results of Conflicts Search

Party	Relationship
Bank One NA	Currently representing in matters unrelated to this case
Ceres II Finance Ltd.	Market maker in this security
Contrarian Funds	Currently representing in matters unrelated to this case
Daimler Chrysler	Currently publish equity research
Doe Run Resources Corporation	Currently representing in matters unrelated to this case
Eaton Vance	Currently representing in matters unrelated to this case
Edison International	Currently publish equity research
Enron Oil & Gas Co.	Market maker in this security
First Union Corporation	Market maker in this security
GE Capital	Lender to a client currently under representation
JD Edwards & Co	Market maker in this security
Loomis Sales	Currently representing in matters unrelated to this case
Lucent	Currently publish equity research
Praxair, Inc.	Market maker in this security
Qwest Communications Intl Inc.	Currently representing in matters unrelated to this case Currently publish equity research Market maker in this security
Société Generale Central & Eastern Europe Opportunities Fund	Currently representing in matters unrelated to this case
Toyota Motor Corp. ADR	Market maker in this security
Tractor Supply Co	Market maker in this security
TXU Corp.	Currently publish equity research

Schedule 2

Disclosure of Jefferies & Company, Inc.

Results of Conflicts Search

Party	Relationship
Alliance Capital	Have previously represented in matters unrelated to this case and are currently representing in matters unrelated to this case
Bank of New York	Have previously represented in matters unrelated to this case
Doe Run Resources Corporation	Have published equity research in the past
Enron Corporation	Have previously represented in matters unrelated to this case. Have published equity research in the past
Franklin	Have previously represented in matters unrelated to this case
Indosuez Capital	Have previously represented in matters unrelated to this case
Morgan Stanley D/W	Have previously represented in matters unrelated to this case
Putnam High Yield Trust	Have previously represented in matters unrelated to this case
R^2 Investments, LDC	Have previously represented in matters unrelated to this case
Strong High Yield Bond Fund	Have previously represented in matters unrelated to this case
Transamerica Business Credit Corporation	Have previously represented in matters unrelated to this case
William M. Mercer Inc.	Have previously represented in matters unrelated to this case

EXHIBIT B:

ENTITIES CHECKED FOR CONFLICTS

Exhibit B

Disclosure of Jefferies & Company, Inc.

Entities Checked for Conflicts

CURRENT AND RECENT OFFICERS AND DIRECTORS

Robert A. Lutz
Craig H. Muhlhauser
Francois J. Castaing
Lisa J. Donahue
John A. James
John R. Van Zile
Jody G. Miller
Jack J. Sosiak
Heinrich Meyr
Rodney L. Chadwick
William I. Jacobs
Lynne V. Cheney
John E. Robson
Heinz C. Prechter
Kevin R. Morano
Thomas O. Minner
Mitchell S. Bregman
Neil S. Bright
Albrecht Leuschner
David G. Enstone
Ronald J. Gardhouse
David H. Kelly
Kenneth S. Pawloski
Thomas J. Smith
George R. McPherson
Denis H. Porges
Timothy L. Yost
Ari D. Levine
Barbara A. Hatcher
Molly M. Israel
Thomas Kocher
Thomas L. O'Neill
Stephen W.R. Ellis
Heidi A. Skillman
Robert B. Weiner
Michael E. Greenlee
Ian J. Harvie
Santiago Ramirez
James M. Diasio
Lynn J. Burgener
Alan C. Johnson
David M. Smith
Richard Morris
Thomas Kerchner
Henry Beckler
Shoichiro Oku
John A. Bondy
Cory Tattoli
Richard Tattoli
Nicholas Stratigeas

INDENTURE TRUSTEES

Bank of New York
Deutsche Bank AG

EQUITY HOLDERS HOLDING MORE THAN 5% OF EQUITY IN COMPANY

State of Wisconsin Investment Board
Pacific Dunlop Holdings (USA) Inc.
Shapiro Capital Management Co., Inc.
Robert A. Lutz
Loomis, Sayles & Co., L.P.
Dimensional Fund Advisors
Amalgamared Gadget. L.P.

TOP 30 CREDITORS

Bank of New York
Daramic Incorporated
Nova Pb Inc.
Doe Run Company
Transervice Logistics Inc.
Sovema GT, LLC
Mann Shayang Batt Entp Co. Ltd.
Crystal Creative Products Inc.
Praxair Distribution Inc.
Motion Industries Inc./Eden Prairie
Enron Metals & Commodity Corp.
Se Del Acumulador Todor S.A.
Powerlab Inc.
Tulip Corp.
EDS Corporation
JD Edwards World Solutions Company
Pace Equipment Co.
Laminations Corp.
Arch Chemicals Inc.
Oak Cliff Metals

KEM Battery-Shalomco
ENTACT
Grafika Commercial Printing
KW Plastics
Blue Cross Blue Shield of Iowa
World Wide Dedicated Services
Hollingsworth & Vose Company
Accuma Corporation
Mid-South Measurements
Western Lead Recycling, Inc.
Connor Corporation
Anixter Inc./Chicago

INSURANCE COMPANIES AND INSURANCE PREMIUM FINANCE COMPANIES

Winterhur International America Ins. Co.
n/k/a XL Winterhur International
Zurich American Ins. Co.
Greenwich Insurance Co.
Indian Harbor Ins. Co.
National Union Fire Ins. Co.
Munich American Ins. Co.
Ace American Ins. Co.
AFCO Premium Credit
A.I. Credit Corp.

SECURED LENDERS AND HOLDERS OF SECURITIZATION NOTES

Credit Suisse First Boston
AG Capital Funding Partners L.
Aimco CDO 2000
Alliance Cap Fund
Alliance Investments Ltd.
Allstate Life Insurance Co.
Alpha Bank AE
Amara-I Finance Ltd.
AMMC CDO I, Ltd.
AMMC CDO II, Ltd.
Archimdes Funding II Ltd.
Archimedes Funding III Ltd.
Archimedes Funding IV (CAY) Ltd.
Archimedes Funding LLC
Avalon Cap II
Avalon Capital Ltd
BAlanced High Yield I
Banco Popolare Di Bergamo Cred
Banco Espirito Santo, SA
Bank of Montreal
Bank of Scotland
Bank One NA
Bank Polska Kasa Opieki SA
Banque Et Caisse D Epargne De
Banque Nationale (BNP Paribas)
Bear Stearns Invesment Product
BHF-Bank Aktiengesellschaft
Black Diamond 1998-1
Black Diamond CLO 2000 -1 Ltd.
Black Diamond Intl Funding, Ltd.
BNP Paribas
Capitiva III Finance, Ltd. (PIM)
Captiva IV Finance Ltd.
Centurion CDO I Ltd.
Centurion CDO II Ltd.
Ceres II Finance Ltd.
CIC - Credit Industriel Et Com
CIC - Union Europeenne
Citicorp USA, Inc.
Comerca Bank
Contrarian Funds, LLC
Costantinus Eaton Vance CDO V
Credit Agricole Indosuez
CSAM Funding I
CSFB International (Trading)
Cypress Tree Invest Part. I
Cypress Tree Invest Part II
Dai-Ichi Kang Yo Bank Ltd.
Dept of Fire & Police Pensions
Dresdner Bank AG
Eaton Vance CDO II, Ltd.
Eaton Vance CDO III, Ltd.
Eaton Vance CDO IV, Ltd.
Eaton Vance Inst. Senior Loan
Eaton Vance Senior Income Tr.
EV - Senior Debt Portfolio
First Dominion Funding I
First Dominion Funding II
First Union National Bank
Five Finance Corporation
Fleet National Bank
Forte CDO

Fortis Bank (Nederland) N.V.
Franklin CLO II Limited
Franklin Floating Rate Trust
GE Capital CFE Inc.
General Motors Emp Gl Gr Pen
Grayson & Co
Grayston CLO 2001-01 Ltd.
Indosuez Capital Funding IIA L
Indosuez Capital Funding III
Indosuez Capital Funding IV LP
Investkredit Bank AG
JH Whitney Cash Flow Fund I LP
KZH-CNC LLC
KZH Cypresis Tree-1 Corp
KZH ING-2
KZH Pondview LLC
KZH Sterling LLC
KZH Waterside LLC
Lehman Brothers Bankhausag
Lehman Commerical Paper Inc.
Lehman Syndicated Loans Inc.
Mitsubishi Trust & Banking Cor
Monument Capital Ltd.
Morgan Stanley D/W Pri Inc. Tr
Morgan Stanley Emerging Market
Muzinich Cashflow CBO II Ltd.
Natexis Banque
Winged Foot Funding Trust
Oasis Collateralized High Inco
Octagon Investment Partners II
Octagon Invesment Partners III
Octagon Investment Ptr IV Ltd.
Orix Finance Corp. I
Oxford Strategic Income Fund
Paribas Capital Funding LLC
Pilgrim Prime Rate Trust
Post Balanced Fund LP
Putnam Diversified Income Trust
Putnam High Yield Trust
Putnam High Yield Trust II
R2 Top Hat Ltd.
Royalton Company
Salomon Bros. Holdings Co. Inc.
Scotiabank Europe PLC
Sequils Centurion V Ltd.
Sequils Ing I
Silver Oak Capital LLC
Societe Generale
SP Offshore Limited
Strong High Yield Bond Fund In
Sumitomo Trust & Banking Co. Lt
Textron Financial Corp.
Three Rivers Funding Corporation
Toronto Dominion Bank
UBS AG

UNIONS

United Auto Workers
United Steel Workers
International Brotherhood of the Teamsters
International Brotherhood of Electrical Workers
International Union of Electricians
Office and Professional Employees International Union
International Union of Electrical Workers

PARTIES TO MATERIAL LITIGATION

Narrayan Dodapennini
Pacific Dunlop Investments
Arthur M. Hawkins
Port Gibson Auto Parts
Jackson Iron & Metal Co.
Sapp Group
Douglas N. Pearson
Alan E. Gauthier
United States
Estate of Nany Saylor
Nucor Steel
Edison Mission Power
Lucent Technologies
Agere Systems

Environmental Protection Agency

JOINT VENTURERS

AIM
Lille Assemblage Batterie Etanche S.A.R.L.
Shenyang Dongbei Batteries Co. Ltd.
Accu Oerlikon AG
Rainer Holland
Siegfried Siegmund
Inci Holding
CEAC
Energo-Gest S.A.
Cidas Otomotiv Sanayii ve dis Ticaret SA
Centra S.A.
Belinvestlorg
Kamico s.r.o.
J.B.K. s.r.o.
Marian Satan
Douglas Battery Manufacturing Company
Surender Singh
Mrs. Garinder Kaur Kandhari
Ali and Mohammed Abdulla Tamimi Company
Merta
Bao-Long
Tudor India
COMEX
Jungfer AG

CERTAIN NON-BANKRUPTCY PROFESSIONALS

Credit Suisse First Boston
Salomon Smith Barney/Citibank
Goldman Sachs
Lehman Brothers
William M. Mercer, Inc.
TPM Unlimited LLC
MSI Resources, Inc.
JDI Associates
WCW Consulting
Schopf & Weiss
Honigman Miller Schwartz & Cohn
Reed Smith Shaw & McClay
Morrison & Foerster LLP
Tarkenton & Addams
McKinsey & Company
Kirkland & Ellis
Pachulski Stang Ziehl Young & Jones PC

TOP TEN TAXING AUTHORITIES

Treasurer- State of Ohio
Texas State Treasurer - Texas Comptroller of Public Accounts
California State Board of Equalization
Florida Department of Revenue
Tennessee Department of Revenue
Washington State Department of Revenue
Muskegee County Georgia
City of Frisco, Texas
Collin County, Texas
Frisco Independent School District
Los Angeles County Tax Collector

MAJOR BANKING RELATIONSHIPS

Citibank
Bankers Trust
First Union National Bank
Bank of America
Harris Bank
Sumitomo Mitsui Banking Corp.
Bank One of Louisiana
Firstar
Mellon Bank
Toronto Dominion
Credit Suisse First Boston
Wells Fargo

SIGNIFICANT CUSTOMERS

NAPA
Wal-Mart Stores, Inc.
CSK Auto Inc.
Ford Motor Company
Daimler Chrysler AG
Canadian Tire Corporation, Ltd.
Kmart Corporation
Deere & Company
Tractor Supply Company
Toyota Motor Corporation
Case New Holland
Batteries Plus, Inc.
United States Government
Nacco Material Handling
Marconi Communications
Emerson Energy
Lamex International
United States Navy
Qwest Communications
Ingalls Power Products
Union Pacific Railroad
Crown Lift Trucks
Parts Plus

PARTIES FOR WHOM LETTERS OF CREDIT WERE ISSUED

St. Paul Fire and Marine Insurance
Indian Harbor Insurance Company
Citibank N.A.
Pacific Dunlop Investments (USA)
210 Associates Limited Partnership
IBM Credit Corporation
Woodlake/Parkview Investors, LLC
Defense Procurement Division
Fleet National Bank
Natexis Banques Populaires
Chase Manhattan Bank USA N.A.
Her Majesty the Queen in Right of Canada
Robert N. Quenell
Heller Financial Leasing, Inc.
SMII Oak Creek /LP., C/O Koll
Indiana Dept. of Environmental Management
Louisiana Dept. of Environmental Quality
Tenn Dept. of Envmnt. & Conservation
Missouri Department of Natural Resources
US Environmental Protection Agency
Florida Department of Environmental
Environmental Protection Division - State of Georgia
D.L. Peterson trust and PHH Vehicle
Southern California Edison
TXU Energy Retail Company LP
Habib Bank Limited
Zurich Insurance Company
CBC Banque
Gelco Corporation DBA

SIGNIFICANT LESSORS

General Electric Capital Corporation
Finova Capital Corporation
Heller Financial
Senstar Finance Company
National City Leasing Corporation
The Fifth Third Leasing Company
Associates Leasing, Inc.
Transamerica Business Credit Corporation
Bank of Tokyo - Mitsubishi Leasing
Mellon US Leasing
New England Capital Corp. (f/k/a Trimark Financial)
Copelco Capital
Stanford Leasing
PHH/D.L. Peterson Trust
GE Capital Fleet Services
Ryder Truck Rental Inc.
Excel Bank NA
Wells Fargo Equipment Finance

FINANCIAL DERIVATIVE COUNTERPARTS

Morgan Stanley
Mellon Bank
First Union
Bank One
Enron Corp.
Koch Metals
Scotia Mocatta
Citibank
BHF Bank

PERFORMANCE AND GUARANTEE BONDS

St. Paul Fire and Marine Insurance Company
Fleet National Bank
Indian Harbor Insurance Company
Seabord Surety Company
ANZ Bank

BANK STEERING COMMITTEE

Credit Suisse First Boston
CitiCorp
Dresdner Kleinwort Wasserstein
Eaton Vance
First Union/ Wachovia
ING Capital Advisors
Black Diamond Capital

OTHER SIGNIFICANT CONTRACT PARTIES OVER $2.5 MILLION

Mercedes Benz
US Xpress, Inc.
Covenant Transport, Inc.
Electrop Energy Products, Inc.
Wiley Sanders Truck Lines, Inc.

EXHIBIT C:

ENGAGEMENT LETTER

Jefferies & Company, Inc.
520 Madison Avenue, 12th Floor
New York, New York 10022
tel 212.284.2550
fax 212.284.2529

JEFFERIES

April 29, 2002

Corporate Finance

OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF EXIDE TECHNOLOGIES; EXIDE DELAWARE, LLC; EXIDE ILLINOIS, INC.; AND RBD LIQUIDATION LLC
c/o Fred Hodara
Akin, Gump, Strauss, Hauer & Feld, L.L.P.
590 Madison Avenue, 20th Floor
New York, NY 10022

Re: In re Exide Technologies, et al. Chapter 11 Case No. 032684.0001- (the "Case")

Attn: Fred S. Hodara, Esq.

Ladies and Gentlemen:

1. Retention. This letter agreement (the "Agreement") confirms that the OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF EXIDE TECHNOLOGIES; EXIDE DELAWARE, LLC; EXIDE ILLINOIS, INC.; AND RBD LIQUIDATION LLC (the "Committee") has engaged Jefferies & Company, Inc., a Delaware corporation ("Jefferies") to act as exclusive financial advisor to the Committee in connection with the restructuring (a "Restructuring") under chapter 11 of the United States Code of the outstanding indebtedness of Exide Technologies, a Delaware corporation, and its subsidiaries (collectively, the "Company").

In connection with the Restructuring, Jefferies will perform the following financial advisory services, among others, for the Committee: (a) become familiar, to the extent Jefferies and the Committee deem appropriate, with and analyze the business, operations, properties, financial condition and prospects of the Company; (b) advise the Committee on the current state of the "restructuring market"; (c) assist and advise the Committee in developing a general strategy for accomplishing the Restructuring; (d) assist and advise the Committee in implementing a plan of Restructuring with the Company; (e) assist and advise the Committee in evaluating and analyzing a Restructuring including the value of the securities, if any, that may be issued to certain creditors under any Restructuring plan; and (f) render such other financial advisory services as may from time to time be agreed upon by the Committee and Jefferies.

2. Information on the Company. In connection with Jefferies' activities hereunder, the Company will furnish Jefferies and its counsel with all material and information regarding the business and financial condition of the Company (all such information so furnished being the "Information"). The Committee recognizes and confirms that Jefferies: (a) will use and rely solely on the Information and on information available from generally recognized public sources in performing the services contemplated by this Agreement without having independently verified the same; (b) is authorized as the Committee's exclusive financial advisor to transmit to the Committee such information as may be deemed necessary by Jefferies and the Committee's

counsel; (c) does not assume responsibility for the accuracy or completeness of the Information; (d) will not make an appraisal of any assets or liabilities of the Company; and (e) retains the right to continue to perform due diligence on the Company during the course of the engagement. Jefferies agrees to keep the Information confidential so long as it is and remains non-public, unless disclosure is required by law or requested by any governmental, regulatory or self-regulatory agency or body and Jefferies will not make use thereof, except in connection with its services hereunder for the Company.

3. Use of Name. The Committee and the Company agree that any reference to Jefferies in any release, communication, or other material is subject to Jefferies' prior written approval, not to be unreasonably withheld. If Jefferies resigns prior to the dissemination of any such release, communication or material, no reference shall be made therein to Jefferies, despite any prior written approval that may have been given therefor, except as otherwise required by law (in which case the appropriate party shall so advise Jefferies in writing prior to such use and shall consult with Jefferies with respect to the form and timing of disclosure).

4. Use of Advice. No statements made or advice rendered by Jefferies in connection with the services performed by Jefferies pursuant to this Agreement will be quoted by, nor will any such statements or advice be referred to, in any report, document, release or other communication, whether written or oral, prepared, issued or transmitted by, the Committee, its members, Company or any person or corporation controlling, controlled by or under common control with, the Committee or the Company or any director, officer, member, manager, employee, agent or representative of any such person, without the prior written authorization of Jefferies, which may be given or withheld in its sole discretion, except to the extent required by law or pursuant to the requirements of the bankruptcy court (in which case the appropriate party shall so advise Jefferies in writing prior to such use and shall consult with Jefferies with respect to the form and timing of disclosure).

5. Compensation. In payment for services rendered and to be rendered hereunder by Jefferies, the Company agrees to pay to Jefferies as follows:

(a) The Company shall pay to Jefferies a monthly cash retainer fee (the "Monthly Retainer") equal to $150,000 per month for the first four months following the date of this Agreement and $125,000 per month for each subsequent month for the remainder of the Term of this Agreement payable in advance on the first day of each month. If payment of the first Monthly Retainer is made for a partial month based upon the date on which this Agreement is dated, such Monthly Retainer shall be pro rated from the date on which this Agreement is dated to the end of the month.

(b) In addition, in consideration of the services rendered by Jefferies hereunder as exclusive financial advisor to the Committee, upon consummation of a Restructuring, the Company will pay or cause to be paid to Jefferies in cash or in kind at the

discretion of the Committee a fee in an amount equal to 0.75% of the Recovery Value (as defined below).

For the purposes hereof, "Recovery Value" shall mean the total proceeds and other consideration received or to be received by holders of unsecured claims in connection with a Restructuring (which consideration shall be deemed to include amounts in escrow), including, without limitation: (i) cash; (ii) notes, securities and other property; (iii) payments made in installments; and (iv) contingent payments (whether or not related to future earnings or operations). For purposes of computing any fees payable to Jefferies hereunder, non-cash consideration shall be valued as follows: (x) publicly traded securities shall be valued at the average of their closing prices (as reported in The Wall Street Journal) for the five trading days prior to the closing of the transaction and (y) any other non-cash consideration shall be valued at the fair market value thereof on the day prior to closing as determined in good faith by the Committee and Jefferies. If the parties are unable to agree on the value of any other property, its value will be determined by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award entered by the arbitrators may be entered in any court having jurisdiction. Each party will pay its own costs in connection with the arbitration, and the cost of the arbitration itself will be borne equally by the parties.

(c) In addition to the compensation to be paid to Jefferies as provided in Sections 5(a) and 5(b) hereof, without regard to whether the Restructuring is consummated or this Agreement expires or is terminated, the Company shall pay to, or on behalf of, Jefferies, promptly as billed, all fees, disbursements and out-of-pocket expenses incurred by Jefferies in connection with its services to be rendered hereunder (including, without limitation, the fees and disbursements of Jefferies' counsel, travel and lodging expenses, word processing charges, messenger and duplicating services, facsimile expenses and other customary expenditures).

(d) Jefferies may resign after giving the Committee 30 days prior written notice and the Committee alone, but not the Company, may terminate Jefferies' services at any time, each by giving prior written notice to the other. If Jefferies resigns or the Committee terminates Jefferies' services for any reason, Jefferies and its counsel shall be entitled to receive all of the amounts due pursuant to Sections 5(a), 5(b), and 5(c), hereof up to and including the effective date of such termination or resignation, as the case may be. If Jefferies' services hereunder are terminated by the Committee other than for Cause, and the Committee completes a transaction similar to a Restructuring contemplated in Section 1 of this Agreement within one year of such termination, then the Company shall pay Jefferies concurrently with the closing of such transaction in cash the fees as outlined in Section 5(b). For purposes hereof, Cause shall be deemed to have existed if it is finally judicially determined that Jefferies acted in bad faith or with gross negligence.

(e) No fee paid or payable to Jefferies or any of its affiliates shall be credited against any other fee paid or payable to Jefferies or any of its affiliates.

(f) It is intended by the parties hereto that Jefferies' fees payable pursuant hereto, but remaining outstanding at any time, shall be in the nature of a claim for administrative expenses under Section 328 of chapter 11 of the United States Code.

(g) Notwithstanding any other provision hereof, any obligation of compensation or payment owing hereunder is an obligation of the Company and not of the Committee or any members, lawyers or other representatives thereof.

6. Representations and Warranties. The Company and the Committee each represent and warrant to Jefferies that, subject to approval of the Bankruptcy Court, this Agreement has been duly authorized, executed and delivered by such party; and, assuming the due execution by Jefferies, constitutes a legal, valid and binding agreement of each of the Company and the Committee, enforceable against the Company and the Committee in accordance with its terms. The Company and the Committee represent that the Information will not, when delivered nor at the consummation of the Restructuring, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Company and the Committee shall advise Jefferies promptly of the occurrence of any event or any other change prior to the closing of the Restructuring which could reasonably be expected to result in the Information containing any untrue statement of a material fact or omitting to state any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

7. Indemnity; Limitation of Liability. In partial consideration of the services to be rendered hereunder the Company shall indemnify Jefferies and certain other Indemnified Persons (as defined in Schedule A hereto) in accordance with Schedule A attached hereto. All of Schedule A, including all rights and obligations contained therein, are hereby incorporated into this Agreement and made part hereof. The Company and the Committee shall not and shall cause its affiliates, and its and their respective directors, officers, shareholders, members, employees and agents not to initiate any action or proceeding against Jefferies or any other Indemnified Person in connection with this Agreement, this engagement or the Restructuring unless such action or proceeding is based solely upon the bad faith or gross negligence of Jefferies or any such Indemnified Person. The parties hereto agree that Jefferies and the Indemnified Persons shall not, and shall not be deemed to, owe any fiduciary duties to the Company or the Committee under this Agreement or otherwise.

8. Bankruptcy. Jefferies shall have no obligation to provide any services under this Agreement unless Jefferies' retention under the terms of this Agreement is approved under Section 328(a) of the Bankruptcy Code, by a final order of the Bankruptcy Court no longer subject to appeal, rehearing, reconsideration or petition for certiorari, and which is acceptable to Jefferies in all respects. Jefferies acknowledges that in the event that the Bankruptcy Court approves its retention by the Committee, Jefferies' fees and expenses shall be subject to the

jurisdiction and approval of the Bankruptcy Court under Section 328(a) of the Bankruptcy Code and any applicable fee and expense guideline orders.

9. Survival of Certain Provisions. The indemnity and contribution agreements contained in Schedule A to this Agreement and the provisions of Sections 2, 3, 4, 5, 6, 7, 8, 14, 15, 17 and 18 of this Agreement and this Section 10 shall remain operative and in full force and effect regardless of (a) any investigation made by or on behalf of Jefferies, or by or on behalf of any affiliate of Jefferies or any person controlling either, (b) the resignation of Jefferies or any termination of Jefferies' services or (c) any amendment, expiration or termination of this Agreement, and shall be binding upon, and shall inure to the benefit of, any successors, assigns, heirs and personal representatives of the Company, Jefferies, and the Indemnified Persons.

10. Notices. Notice given pursuant to any of the provisions of this Agreement shall be in writing and shall be mailed or delivered (a) if to the Committee, at the address set forth above, (b) if to the Company, at the offices of the Company at 210 Carnegie Center, Suite 500, Princeton, New Jersey 08540, and (c) if to Jefferies, at the offices of Jefferies at 11100 Santa Monica Boulevard, 11th Floor, Los Angeles, California 90025, Attention: Jerry M. Gluck, Executive Vice President and General Counsel.

11. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

12. Assignment. This Agreement may not be assigned by any party hereto without the prior written consent of the other parties, to be given in the sole discretion of the party from whom such consent is being requested. Any attempted assignment of this Agreement made without such consent may be void, at the option of the non-assigning party.

13. Third Party Beneficiaries. This Agreement has been and is made solely for the benefit of the Company, the Committee, Jefferies and the other Indemnified Persons referred to in Schedule A hereof and their respective successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement.

14. Construction and Choice of Law. This Agreement, together with Schedule A attached hereto and made part hereof, incorporates the entire understanding of the parties and supersedes all previous agreements relating to the subject matter hereof should they exist. This Agreement and any issue arising out of or relating to the parties' relationship hereunder shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflicts of law.

15. Jurisdiction and Venue. Any controversy or claim with respect to, in connection with, arising out of, or in any way related to this Agreement or the services provided hereunder (including, without limitation, any such matter involving any parent, subsidiary, affiliate,

successor in interest or agent of the Company, the Committee or of Jefferies or any other Indemnified Person) shall be brought in the United States Bankruptcy Court with jurisdiction over the Case, or if the United States District Court withdraws the reference, in the United States District Court, or if such courts do not have or retain jurisdiction over such claims or controversies, then the courts of the State of New York sitting in the County of New York, and the parties to this Agreement, and any and all successors and assigns thereof, consent to the jurisdiction and venue of such court, as applicable, as the sole and exclusive forum for the resolution of such claims, causes of action or lawsuits. The parties to this Agreement, and any and all successors and assigns thereof, hereby waive trial by jury with respect to any claim, controversy or action with respect to, in connection with, arising out of or in any way related to this Agreement or the services provided hereunder, such waiver being informed and freely made. In connection with the foregoing consent, each party irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the court's exercise of personal jurisdiction over each party to this Agreement or the laying of venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. The foregoing is binding upon the Company, the Committee, Jefferies and any and all successors, affiliates and assigns thereof.

16. Headings. The section headings in this Agreement have been inserted as a matter of convenience of reference and are not part of this Agreement.

17. Press Announcements. At any time after the consummation or other public announcement of the closing of the Restructuring, Jefferies may use the name and logo of the Company and a brief description of the Restructuring, and state that Jefferies acted as financial advisor to the Committee in connection with the Restructuring, in publications and/or marketing materials prepared and distributed by Jefferies.

18. Amendment. This Agreement may not be modified or amended except in a writing duly executed by the parties hereto.

19. No Assurances. The Committee and the Company expressly acknowledge that Jefferies does not guarantee, warrant or otherwise provide assurance that the Company or the Committee will be able to implement or consummate any Restructuring or achieve any other result. It is further understood that the execution of this Agreement shall not be deemed or construed as obligating Jefferies to purchase or place any securities of the Company.

20. Term. Except as provided herein, this Agreement shall run from the date of this letter to the consummation of the Restructuring (the "Term").

21. Duties to Committee Only. Notwithstanding the Company's obligations herein, Jefferies' duties hereunder run solely to the Committee (not to the holders, individually) and Jefferies is not authorized, and will not purport to be, an agent of the Company for any purpose. All communication and correspondence between Jefferies and the Committee, and all work

product and analyses prepared by Jefferies for the Committee in connection with this matter, are subject to the attorney-client privilege and work-product doctrine between Jefferies and the Committee.

Please sign and return an original and one copy of this letter to the undersigned to indicate your acceptance of the terms set forth herein.

Sincerely,

JEFFERIES & COMPANY, INC.

By _____
William Q. Derrough
Managing Director

Accepted and Agreed:

OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF EXIDE TECHNOLOGIES; EXIDE DELAWARE, LLC; EXIDE ILLINOIS, INC.; AND RBD LIQUIDATION LLC

By: Turnberry Capital Management , LP
Chairperson of the Committee

By _____
Jeffrey Dobbs

SCHEDULE A

This Schedule A constitutes part of the engagement letter dated April 29, 2002 (as amended from time to time in accordance with the terms thereof, the "Agreement"), between the OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF EXIDE TECHNOLOGIES; EXIDE DELAWARE, LLC; EXIDE ILLINOIS, INC.; AND RBD LIQUIDATION LLC (the "Committee"), and Jefferies. Unless otherwise noted, all capitalized terms used herein shall have the meanings set forth in the Agreement.

Since Jefferies will be acting on behalf of the Committee in connection with the transactions contemplated by the Agreement, and as part of the consideration for the agreement of Jefferies to furnish its services pursuant to such Agreement, the Company agrees to indemnify and hold harmless Jefferies and its affiliates and their respective officers, directors, partners, counsel, employees and agents, and any other persons controlling Jefferies or any of its affiliates within the meaning of either Section 15 of the Securities Act of 1933 or Section 20 of the Securities Exchange Act of 1934, and the respective agents, employees, officers, directors, partners, counsel and shareholders of such persons (Jefferies and each such other person being referred to as an "Indemnified Person"), to the fullest extent lawful, from and against all claims, liabilities, losses, damages and expenses (or actions in respect thereof), as incurred, related to or arising out of or in connection with (i) actions taken or omitted to be taken by the Committee, the Company, their affiliates, officers, directors, members, counsel, employees or agents, (ii) actions taken or omitted to be taken by any Indemnified Person pursuant to the terms of, or in connection with services rendered pursuant to, the Agreement or any Restructuring or proposed transaction contemplated thereby or any Indemnified Person's role in connection therewith; provided, however, that the Company shall not be responsible for any losses, claims, damages, liabilities or expenses of any Indemnified Person to the extent, and only to the extent, that it is finally judicially determined that they result solely from actions taken or omitted to be taken by such Indemnified Person in bad faith or to be due solely to such Indemnified Person's gross negligence, and/or (iii) any untrue statement or alleged untrue statement of a material fact contained in any of the Information or arising out of or based upon any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading.

The Company shall not settle or compromise or consent to the entry of any judgment in or otherwise seek to terminate any pending or threatened action, claim, suit or proceeding in which any Indemnified Person is or could be a party and as to which indemnification or contribution could have been sought by such Indemnified Person hereunder (whether or not such Indemnified Person is a party thereto), unless such Indemnified Person has given its prior written consent to the settlement, compromise, consent or termination or such settlement, compromise, consent or termination includes an express unconditional release of such Indemnified Person.

If for any reason (other than the bad faith or gross negligence of an Indemnified Person as provided above) the foregoing indemnity is unavailable to an Indemnified Person or insufficient to hold an Indemnified Person harmless, then the Company, to the fullest extent permitted by law, shall contribute to the amount paid or payable by such Indemnified Person as a result of

such claims, liabilities, losses, damages or expenses in such proportion as is appropriate to reflect the relative fault of the Company on the one hand and the relative fault of Jefferies on the other, as well as any relevant equitable considerations. Notwithstanding the provisions hereof, the aggregate contribution of all Indemnified Persons to all claims, liabilities, losses, damages and expenses shall not exceed the amount of fees actually received by Jefferies pursuant to the Agreement with respect to the Restructuring. It is hereby further agreed that the relative fault of the Company on the one hand and Jefferies on the other with respect to the Restructuring shall be determined by reference to, among other things, whether any untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by Jefferies and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

No Indemnified Person shall have any liability to the Committee, its members, the Company or any officer, director, counsel, agent, employee or affiliate of any of them in connection with the services rendered pursuant to the Agreement except for any liability for claims, liabilities, losses or damages finally judicially determined to have resulted solely from actions taken or omitted to be taken by such Indemnified Person in bad faith or solely as a result of such Indemnified Person's gross negligence.

In addition, the Company agrees to reimburse the Indemnified Persons for all reasonable expenses (including, without limitation, fees and expenses of counsel) as they are incurred in connection with investigating, preparing, defending or settling any such action or claim, whether or not in connection with litigation in which any Indemnified Person is a named party. If any of Jefferies' personnel appears as witnesses, are deposed or are otherwise involved in the defense of any action against Jefferies, the Company, the Company's officers or directors, the Committee or any members thereof, the Company will pay Jefferies (i) with respect to each day that one of Jefferies' professional personnel appears as a witness or is deposed and/or (ii) with respect to each day that one of Jefferies' professional personnel is involved in the preparation therefor, (a) a fee of $2,000 per day for each such person with respect to each appearance as a witness or for a deposition and (b) at a rate of $200 per hour with respect to each hour of preparation for any such appearance and the Company will reimburse Jeffries for all reasonable expenses incurred by Jefferies by reason of any of its personnel being involved in any such action.

The indemnity, contribution and expense reimbursement obligations set forth herein (i) shall be in addition to any liability the Company may have to any Indemnified Person at common law or otherwise, (ii) shall survive the expiration of the Term, (iii) shall apply to any modification of Jefferies' engagement and shall remain in full force and effect following the completion or termination of the Agreement, (iv) shall remain operative and in full force and effect regardless of any investigation made by or on behalf of Jefferies or any other Indemnified Person and (v) shall be binding on any successor or assign of the Company and successors or assigns to all or substantially all of the Company's business and assets.

EXHIBIT D:

ORDER APPROVING THE EMPLOYMENT OF JEFFERIES

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
EXIDE TECHNOLOGIES, et al.,	)	Case Nos. 02-11125 (JCA)
	)	through 02-11128 (JCA)
	)	
Debtors.	)	Jointly Administered
	)	
	)	

ORDER PURSUANT TO SECTIONS 327(a) AND 328 OF THE BANKRUPTCY CODE APPROVING THE EMPLOYMENT OF JEFFERIES & COMPANY, INC. AS FINANCIAL ADVISORS, *NUNC PRO TUNC*

Upon the Application (the "Application") of the Official Committee of Unsecured Creditors ("Committee") for an Order pursuant to sections 327(a) and 328 of the United States Bankruptcy Code 11 U.S.C. §§ 101-1330 (the "Bankruptcy Code") approving the employment of Jefferies & Company, Inc. ("Jefferies") as the Committee's financial advisors, and upon the Declaration of William Q. Derrough in support thereof; and notice of the Application having been properly given under the circumstances, and it appearing that no other or further notice need be given; and objections to the Application, if any, having been resolved; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that Jefferies shall be employed as the Committee's financial advisors, *nunc pro tunc* from April 29, 2002, on the terms and conditions set forth in the Jefferies Engagement Letter (as defined in the Application); and it is further

ORDERED, that the terms and conditions of Jefferies' retention, including the compensation of $150,000 per month, and the Success Fee and reimbursement to be paid to

Jefferies as described in the Application and the Jefferies Engagement Letter, and the Indemnification, are approved pursuant to section 328(a) of the Bankruptcy Code,

ORDERED that Jefferies is authorized to provide services to the Committee as set forth in the Application.

Dated: Wilmington, Delaware
_____, 2002

HONORABLE JOHN C. AKARD
UNITED STATES BANKRUPTCY JUDGE

CERTIFICATE OF SERVICE

I, Aaron A. Garber, hereby certify that on the 11th day of July, 2002, I did serve the *Official Committee Of Unsecured Creditors Application For Order Under Sections 327 And 328(a) Of The Bankruptcy Code And Bankruptcy Rule 2014 Approving Retention Of Jeffries & Company, Inc. As Financial Advisor To Official Committee Of Unsecured Creditors And Grating Waiver Of Compliance With Requirements Under Del.Bankr.LR 2016-2* by causing a copy thereof to be served via first-class mail, postage prepaid, upon the following parties on the attached service list.

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