ORIGINAL

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
EXIDE TECHNOLOGIES, et al.,[1]	)	Case No. 02-11125 (JCA)
	)	(Jointly Administered)
Debtors.	)	
	Objection Deadline: September 4, 2002 at 4:00 p.m.	

NOTICE TO REJECT THE FACILITY SERVICE AGREEMENT BETWEEN COVERALL OF NORTH AMERICA AND EXIDE TECHNOLOGIES

The above captioned debtors and debtors in possession (collectively, the "Debtors") submit this Notice to reject pursuant to Bankruptcy Code § 365 the facility service agreement (the "Agreement") entered into between Coverall of North America d/b/a Coverall of North Florida ("Coverall") and Exide Technologies ("Exide") on December 28, 2001.

This rejection Notice is made pursuant to the Order Pursuant To Sections 365 and 554 Of the Bankruptcy Code Authorizing and Approving an Expedited Procedure For the Rejection Of Executory Contracts and Unexpired Agreements Of Non-Residential Real Property and Abandonment Of Property Of the Debtors (Docket No. 62).

The Agreement requires Coverall to provide cleaning services to an Exide facility located at 600-1 Surmac Road, Jacksonville, Florida 32254. The Agreement or a portion of the Agreement is attached hereto as Exhibit A.

Should a party-in-interest object to the proposed rejection described herein, such

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

party must file and serve a written objection so that such objection is filed with this Court and is actually received by the following parties **no later than thirty (30) days after the date of service of this Notice**: (a) counsel to the Debtors, Kirkland & Ellis, 200 East Randolph Drive, Chicago, Illinois 60601, Attn: Matthew N. Kleiman, Esq. and Pachulski, Stang, Ziehl, Young & Jones P.C., 919 N. Market Street, 16th Floor, P.O. Box 8705, Wilmington, Delaware 19899-8705, Attn: Laura Davis Jones, Esq.; (b) counsel to the Committee of Unsecured Creditors Akin, Gump, Strauss, Hauer &Feld, L.L.P., 590 Madison Avenue, New York, NY 10022, Attn: Fred Hodara, Esq.; (c) counsel to the Administrative Agent to the Prepetition Lenders, Sherman & Sterling, 599 Lexington Avenue, New York, New York 10022, Attn: Mark Shapiro; (d) counsel to the Post-Petition Lenders, Weil, Gotshal & Manges, 767 Fifth Avenue, New York, New York 10153, Attn: Marcia L. Goldstein, and (e) Office of the United States Trustee, 844 King Street, Room 2313, Lockbox 35, Wilmington, Delaware 19801, Attn: Mark Kenney, Esq.

Absent an objection being filed within thirty (30) days after the date the Debtors file this Notice, the rejection of the Agreement, shall become effective on the date the Notice was filed with the Court without further notice, hearing or order of this Court.

If an objection is properly filed and served, the Court will schedule a hearing to consider the objection. If such objection is withdrawn, the rejection of the Agreement shall be deemed to have occurred on the date the Notice was filed with the Court. If such objection is ruled upon by the Court, the Court shall determine the effective date of rejection.

Dated: August 5, 2002

KIRKLAND & ELLIS
Matthew N. Kleiman
200 East Randolph Drive
Chicago, IL 60601
Telephone: (312) 861-2000
Facsimile: (312) 861-2200

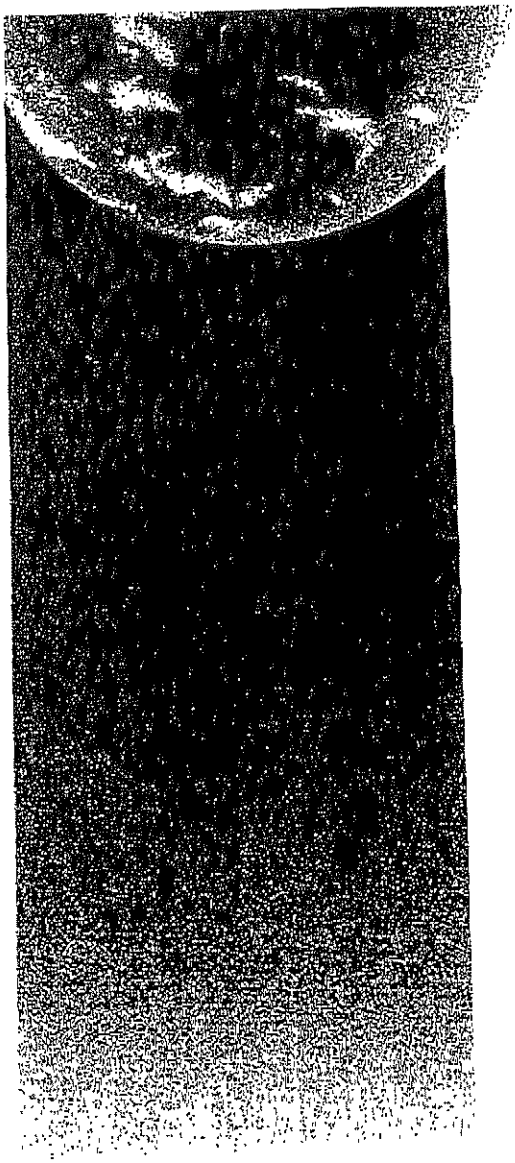
-and-

PACHULSKI, STANG, ZIEHL, YOUNG & JONES P.C.

Laura Davis Jones (Bar No. 2436)
James E. O'Neill (Bar No 4042)
Kathleen Marshall DePhillips (Bar No. 4173)
16th Floor, 919 North Market Street
P.O. Box 8705
Wilmington, DE 19899-8705 (Courier 19801)
Telephone: (302) 652-4100
Facsimile: (302) 652-4400

Co-Counsel for the Debtors and Debtors in Possession

Exhibit A



COVERALL'S *cleaning contract*

The Undersigned **Exide Technologies** ("Customer") hereby accepts the proposal of **COVERALL** of North America d/b/a **COVERALL** of North Florida ("**COVERALL**") to supply Janitorial Services for our premises located at:

600-1 Suemac Road
Jacksonville FL 32254

Upon the following terms:

1. **COVERALL**'s service charge will be **$190.00 plus tax** per month, to include a **2 times per week** service. The Janitorial Services are to be performed in the evening.

2. Customer acknowledges that **COVERALL** will delegate all Janitorial Services to be performed hereunder to a **COVERALL** franchisee.

3. Included in the service charge will be service, cleaning supplies, and any equipment, which will be furnished by the **COVERALL** franchisee with the exception of liners, paper supplies, and toiletries, which can be provided at wholesale prices.

4. All Janitorial Services specified in the "Work schedule" attachment of this proposal will be provided to Customer in a satisfactory manner.

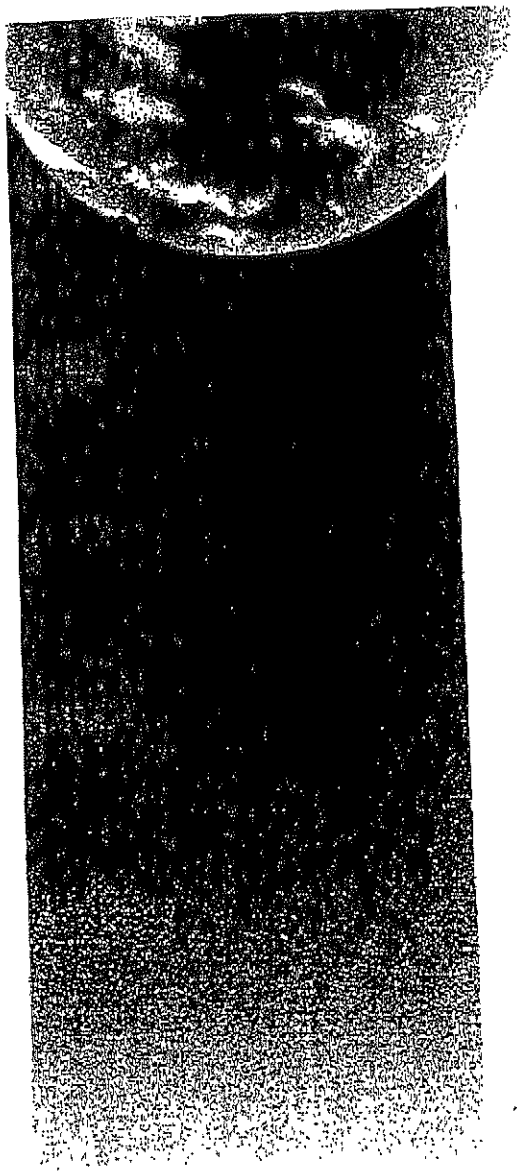
5. All **COVERALL** franchisees have successfully completed **COVERALL**'s comprehensive training program and are required to carry insurance and a janitorial bond as specified on the attached certificate of insurance.

6. **COVERALL** may perform certain special services as part of the regularly scheduled cleaning activity as described in the "Additional special services" attachment of this proposal. The attachment indicates which special services are included in the monthly service charge quoted above. **COVERALL** will perform other additional services upon request at prices to be determined at the time of request. Prices quoted for non-included special services in the "Additional special services" attachment are estimates only and are subject to change.

7. The term of this contract is for one year from the first day of service and will automatically extend for an additional year upon each anniversary date.

   If a party to this cleaning contract fails to perform according to its obligations hereunder ("the non-performing party"), the party claiming non-performance ("the claiming party") will send the non-performing party written notice by certified mail, specifying the manner of non-performance. This notice will provide that the non-performing party will have fifteen (15) days from the date of receipt to cure or correct the items of non-performance. If these items have not been corrected or cured within this fifteen (15) day period, the claiming party may then terminate his Agreement by sending the non-performing party a thirty (30) day written notice of termination.

Initial/Initial



8. The service charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, Customer will advise **COVERALL** accordingly.

9. Customer agrees that it will not employ or contract with any **COVERALL** employee, franchisee, or any of the franchisee's employees during the term of this contract or for one hundred and eighty (180) days after termination of this contract, without **COVERALL**'s written consent.

10. **COVERALL** will bill Customer monthly, and Customer agrees to pay **COVERALL** the amount that is due and owing under the terms of this contract within 10 days of billing date. Late payments will incur service and finance charges. In the event of default on payment, Customer agrees to pay **COVERALL**'s attorney's fees and costs for collection.

11. The price quoted for services herein is an average cost per month which excludes services on New Years Eve, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. However, service can be provided on these holidays at an additional cost if required.

Signed by - Linda Hawkins

Print - LINDA HAWKINS

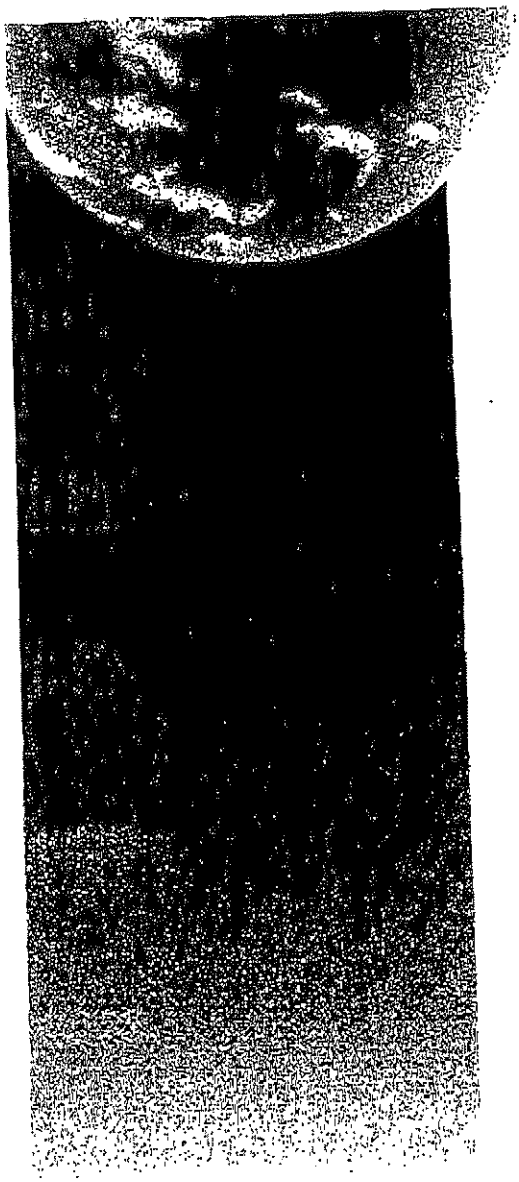
On behalf of - Exide Technologies

Date - 12.28.01

Starting Date - 01.02.02

Signed -

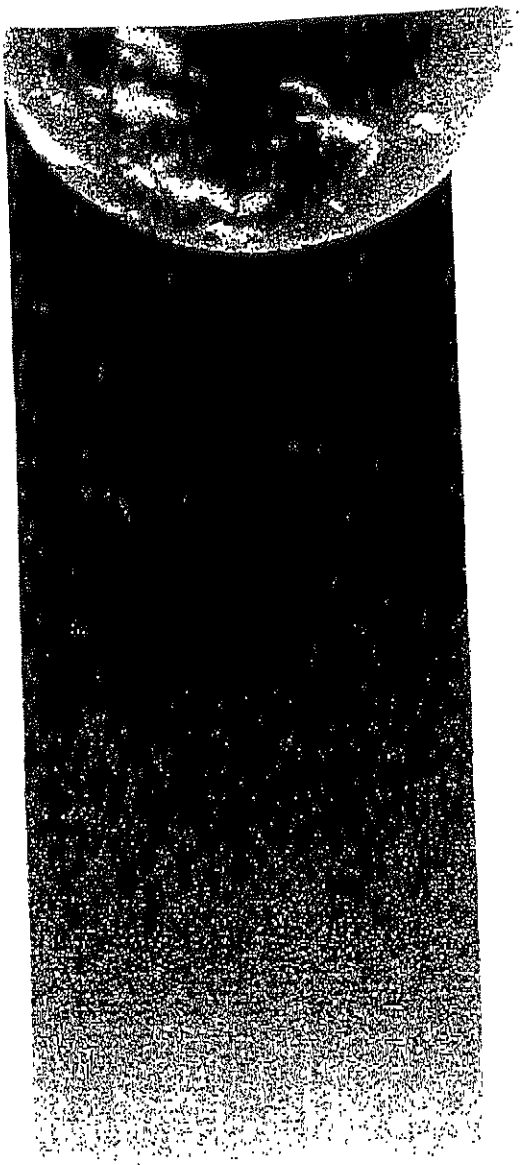
Coverall of North Florida



Areas to be serviced

Area
Entrance Doors & Glass
Lobby/Reception Area
Hallway
Private Offices
General Offices
Partition Glass
Lunch Room/Kitchen
Blinds
Restroom (s)

Initial/Initial



COVERALL'S *work schedule*

Category/Service	How often
GENERAL CLEANING	
Dust and clean fixtures and office furniture	2 times per week
Spot clean doors, frames, walls, switches	2 times per week
Empty waste paper and trash as directed	2 times per week
Clean and sanitize drinking fountains	2 times per week
Damp wipe high and low shelves, frames, other surfaces	1 time/month
RESTROOMS	
Clean and polish dispensers and fixtures	2 times per week
Clean and disinfect wash basins/toilets/urinals	2 times per week
Spot clean tile walls and toilet partitions	2 times per week
Sanitize and polish all metal and mirrors	2 times per week
Restock all restroom products	2 times per week
Empty waste paper and trash as directed	2 times per week
FLOOR MAINTENANCE	
Vacuum and remove spots from carpeted area	2 times per week
Dust mop ceramic and resilient floor areas	2 times per week
Damp mop ceramic and resilient floor areas	2 times per week
KITCHEN/LUNCH/COFFEE AREAS	
Clean and disinfect kitchen counters, tables, sinks	2 times per week
Clean and disinfect exterior of appliances	2 times per week
Wipe out microwave	2 times per week

Initial/Initial

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	)	(Jointly Administered)
Debtors.	)	

CERTIFICATE OF SERVICE

I, Kathleen Marshall DePhillips, Esquire, certify that on August 5, 2002, I caused a true and correct copy of the document listed below to be served upon the individuals on the attached service list in the manner indicated:

1. **NOTICE TO REJECT THE FACILITY SERVICE AGREEMENT BETWEEN COVERALL OF NORTH AMERICA AND EXIDE TECHNOLOGIES**

Dated: August 5, 2002

Kathleen Marshall DePhillips
(Bar No.4173)

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

Exide/Core Service List for Reject Notices
Doc. No. 51776
06 - Federal Express
01 – Hand Delivery

(Counsel to Debtor)
Laura Davis Jones, Esquire
Pachulski, Stang, Ziehl, Young & Jones
919 North Market Street
16th Floor
P.O. Box 8705
Wilmington, DE 19899-8705

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

OVERNIGHT MAIL
(Co-Counsel to Debtor)
Matthew N. Kleiman, Esquire
Kirkland & Ellis
200 East Randolph Drive
Chicago, Illinois 60601

OVERNIGHT MAIL
(Counsel to the Committee of Unsecured Creditors)
Fred Hodara, Esquire
Akin, Gump, Strauss, Hauer & Feld, LLP
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OVERNIGHT MAIL
(Counsel to the Administrative Agent to the Prepetition Lenders)
Mark Shapiro
Sherman & Sterling
599 Lexington Avenue
New York, NY 10022

OVERNIGHT MAIL
(Counsel to the Pre-Petition Lenders)
Marcia L. Goldstein
Weil, Gotshal & Manges
767 Fifth Avenue
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OVERNIGHT MAIL
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Suite 500
Princeton, NJ 08040

Overnight Mai
Coverall
4190 Belfort road, Suite 430
Jacksonville, FL 32216