

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

**AFFIDAVIT OF BERNARD F. STEWART IN SUPPORT OF HIS MOTION FOR
ALLOWANCE AND PAYMENT OF ADMINISTRATIVE EXPENSE CLAIMS**

BERNARD F. STEWART, having first been duly sworn, states and deposes as follows:

1. I am an individual and resident of the State of Michigan.
2. I make this affidavit based on my personal knowledge of the facts contained herein except where such knowledge is indicated as being based on information and belief.
3. I am the former Executive Vice President of Legal and Governmental Affairs of the above-captioned entities (the “Debtors”). Pursuant to the July 23, 1999 Agreement, I was an active employee with the Debtors until terminated on July 31, 1999, whereupon I became a consultant of the Debtors for a term to expire on April 30, 2002.
4. Exhibit “A” to the Motion by Bernard F. Stewart for Allowance and Payment of Administrative Expense Claim (the “Motion”) is a true and correct copy of the agreement I entered on July 23, 1999 (the “Agreement”).
5. In 1994, the Debtors entered a contract with Sears, Roebuck & Co. to supply battery product lines (the “Supply Agreement”).
6. In 1997, the Attorney General’s Office for the State of Florida began an investigation of alleged wrongdoings by the Debtors and their senior officers in the procurement and fulfillment of the Supply Agreement (the “Florida Criminal Proceeding”). I successfully concluded the Florida Criminal Proceeding

on behalf of the Debtors. In the course of doing so, I learned of serious allegations made to the State of Florida by a former employee of the Debtors. Upon investigation of those allegations, I uncovered facts which I disclosed to the appropriate authorities and which led the United States Attorney for the Southern District of Illinois to institute criminal proceedings against the Debtors and the aforementioned senior officers (the "Illinois Criminal Proceeding").

7. I cooperated with the United States Attorney's Office in the Illinois Criminal Proceeding. In connection with this cooperation, Debtors authorized me to retain Allan C. Harnisch, Esquire, of Harnisch & Gadd, P.C. ("Harnisch & Gadd") and the Debtors were to be responsible for any and all legal fees and expenses incurred by Harnisch & Gadd.

8. In reliance on Debtors' promises and representations, I was induced to accept a subpoena issued by the United States Attorney's Office in connection with the Illinois Criminal Proceeding. The subpoena's acceptance bound my participation and testimony in the Illinois Criminal Proceeding until its conclusion in June, 2002.

9. Exhibit "B" to the Motion is a true and correct copy of an April 20, 2001 correspondence sent from my attorney, Alan C. Harnisch, Esquire, to Kenneth E. Kraus, Esquire.

10. Exhibit "C" to the Motion is a true and correct copy of the Plea Agreement entered into between the United States Attorney's Office and the Debtors on March 23, 2001.

11. Subsequent to the Plea Agreement, the Illinois Criminal Proceeding continued, mainly against the Debtors' former senior officers. My participation in the Illinois Criminal Proceeding continued after the Plea Agreement, beyond the Petition Date, and beyond the expiration of the Consulting Period (April 30, 2002) including, but not limited to, preparation for and testimony on May 23, 2002, May 24, 2002, May 28, 2002, May 29, 2002 and June 12, 2002.

12. Exhibit "D" to the Motion is a true and correct copy of an e-mail sent to numerous parties, including Alan C. Harnisch, Esquire, from Kenneth E. Kraus, Esquire, on April 17, 2002.

13. Exhibit "E" to the Motion is a true and correct copy of my last paystub received from the Debtors dated April 19, 2002.

14. After April 30, 2002, I expended numerous hours in regard to the Illinois Criminal Proceeding. At the very least, I expended eight hours a day on May 23, 2002, May 24, 2002, May 28, 2002, May 29, 2002 and June 12, 2002. I also incurred expenses of \$195.16.

15. I accepted the Debtors' assurances that they would be responsible for the fees and expenses rendered by Harnisch & Gadd.

16. Exhibit "F" includes true and correct copies of invoices generated by Harnisch & Gadd.

17. Upon information and belief, the Debtors altered the terms of my corporate vehicle's lease so as to increase the purchase price at the termination of the lease. Upon information and belief, the changes to the lease terms increased the purchase price at the termination, by at least \$10,430.00. I purchased the corporate vehicle on June 26, 2002 for \$12,430.00.

18. Exhibit "G" includes true and correct copies of documents regarding my purchase of the corporate vehicle for \$12,430.00.

/s/ Bernard F. Stewart
BERNARD F. STEWART

Sworn and subscribed before me this 30th day of August, 2002.

/s/ J. Keith Sedanko
Notary Public, State of Michigan
County of Oakland, Commission Expires on
11/18/2001