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)
Debtors.	)	(Jointly Administered)

STIPULATION AND AGREED ORDER REGARDING MOTION OF BTM CAPITAL CORPORATION FOR AN ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY, OR, IN THE ALTERNATIVE , GRANTING ADEQUATE PROTECTION [RE DOCKET NO. 443]

The above captioned debtors and debtors in possession (collectively, the "Debtors") and BTM Capital Corporation, f/k/a BOT Financial Corporation ("BTM" and together with the Debtors, the "Parties") stipulate as follows:

1. On April 15, 2002 (the "Petition Date"), the Debtors filed their voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"). Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtors continue to manage their properties as debtors-in-possession.

2. On March 15, 1996, the Debtors and BTM entered into the Master Loan and Security Agreement (the "Loan Agreement"), the Loan Schedule No. One to the Loan Agreement (the "Loan Schedule"), including Schedule A, which lists the equipment that was financed pursuant to the Loan Schedule (the "Equipment") and the Continuing Corporate Guaranty. On March 29, 1996, the Debtors executed in favor of BTM the Promissory Note in the original principal amount of $7,137,047.39 (the "Note") for amounts advanced by BTM

[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.

pursuant to the Loan Agreement, the Loan Schedule and the Supplemental Security Agreement relating to the Loan Schedule. The Loan Agreement, the Loan Schedule, the Continuing Corporate Guaranty, the Supplemental Security Agreement and the Note are referred to collectively herein as the "Loan Documents." The Note requires monthly principal and interest payments of $110,745.56 per month. On February 20, 2002, BTM gave a notice of default because the Debtors allegedly failed to make the payment due on February 1, 2002. On March 26, 2002, BTM gave a notice of acceleration and demand for payment. BTM alleges that no payments have been made with respect to the Note since January 9, 2002.

3. On July 8, 2002, BTM filed the Motion of BTM Capital Corporation for an Order Granting Relief from the Automatic Stay, or, In the Alternative, Granting Adequate Protection (the "Motion") relating to the Equipment. On September 13, 2002, BTM re-noticed the Motion for the October 23, 2002 omnibus hearing.

4. On or about July 23, 2002, the Debtors filed the Omnibus Objection of the Debtors to the Motions of Citicorp Vendor Finance, Inc. and Citicapital Commercial Leasing Corporation, Heller Financial Leasing, General Electric Capital Corporation, BTM Capital Corporation, f/k/a BOT Financial Corporation, Finova Capital Corporation, Transamerica Business Credit Corporation, n/k/a M Credit, Inc. and the Fifth Third Leasing Company, Inc. (a) Compelling Debtors to Assume or Reject Lease Agreements, (b) Compelling Payment Pursuant to Section 365(d)(10), (c) for Relief from the Automatic Stay, or, in the Alternative, Granting Adequate Protection and (d) Allowing Administrative Claim and Directing Payment Thereof (the "Omnibus Objection"). In the Omnibus Objection, the Debtors contend that BTM is not entitled to relief from the automatic stay and that BTM is not entitled to adequate protection payments.

5. The Parties have held discussions to resolve their differing positions, and have agreed to resolve the Motion and the Omnibus Objection on the terms set forth below.

THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

A. The Debtors shall make adequate protection payments under sections 361 and 363(e) of the Bankruptcy Code to BTM in the amount of $25,000 per month (the "Adequate Protection Payments") commencing as of October 1, 2002 and continuing until the Termination Date (as defined herein). The Debtors will make the first Adequate Protection Payment representing the adequate protection owed for the month of October 2002 within five (5) business days of the entry of this Stipulation and Agreed Order. The next Adequate Protection Payment shall be paid by the Debtors on November 1, 2002 and shall represent the Adequate Protection Payment for the month of November 2002. Thereafter, each Adequate Protection Payment shall be paid by the Debtors on the first of the month for that particular month.

B. The Termination Date shall mean, at BTM's option, the occurrence of any of the following events:

(1) any failure by the Debtors to make full payment to BTM of an amount due pursuant to this Stipulation and Agreed Order within five (5) business days of the due date for such payment;

(2) any failure by the Debtors to maintain insurance required under the Loan Documents;

(3) any failure by the Debtors to cure any postpetition breach or default of their obligations hereunder (exclusive of payment obligations, which shall be governed by (1) above, or insurance obligations, which shall be governed by (2) above), within ten (10) business days of receiving notice of such breach or default by BTM (the "Cure Period");

(4) the entry of any order in the above-captioned cases or any successor cases which order constitutes the stay, modification, appeal or reversal of this Stipulation and Agreed Order, or which otherwise affects the effectiveness of this Stipulation and Agreed Order in any respect;

(5) the entry of any order in the above-captioned cases appointing any trustee to operate all or a material part of the Debtors' assets or business;

(6) the entry of any order in the above-captioned cases dismissing the cases or converting the cases to cases under Chapter 7 of the Bankruptcy Code; or

(7) the effective date of any plan of reorganization of the Debtors.

C. As long as the Debtors timely make the Adequate Protection Payments, and perform all of the other non-payment obligations of the Debtors under the Loan Documents, including making of such payments and performance of such other non-payment obligations in accordance with the terms of this Stipulation and Agreed Order and prior to the expiration of the Cure Period where applicable, BTM shall not move to lift the automatic stay, attempt to assert possession, custody or control over the Equipment, and shall not otherwise interfere with the Debtors' business operations or the Equipment prior to the Terminate Date.

D. The Debtors reserve their right to later argue that they may recover from the Equipment costs and expenses of preserving or disposing, if applicable, of the Equipment to the extent of any benefit to BTM. BTM reserves its right to argue that the Debtors are not entitled to recover from the Equipment costs and expenses of preserving or disposing of the Equipment or that such preservation or disposal did not benefit BTM.

E. The Adequate Protection Payments shall be credited against the secured portion, and not the unsecured portion, of BTM's claim.

F. The Adequate Protection Payments shall be allocated to reducing BTM's principal debt, and not any interest component thereof.

G. The Parties reserve all of their rights to contest the value of the collateral to be protected by this Stipulation and Agreed Order, including, but not limited to, whether the

value protected is the value of the interest as of the date BTM re-noticed the Motion or as of the commencement of the chapter 11 cases.

H. BTM shall withdraw the Motion without prejudice, but subject to the terms and conditions of this Stipulation and Agreed Order.

I. This Stipulation and Agreed Order may be signed by facsimile signature, which signature shall, for the purposes of this Stipulation and Agreed Order, be deemed to constitute an original signature and be binding as such.

J. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Stipulation and Agreed Order.

Submitted by:

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

By: _____

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SO ORDERED:

Wilmington, Delaware
Dated: Oct 23, 2002

_____
Judge

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