This FINANCING STATEMENT is presented to THE FILING OFFICER for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)

Exide Corporation
645 Penn Street
Reading, PA 19612

2 Secured Party(ies) and address(es)

General Electric Capital Corproation
1787 Sentry Parkway West
Building 16/ Suite 200
Blue Bell, PA 19422

3 For Filing Officer (Date, Time, Number, and Filing Office)

DELAWARE COUNTY, IOWA
FILED
1998 SP 23 AM 10: 15
BOOK 50 PAGE 81
DELAWARE CO. RECORDER
$43.00
1015

4 This financing statement covers the following types (or items) of property:

Various Production Line Equipment and Related Equipment
See Schedule A attached hereto and made a part hereof.

85 PGS.

Fixture Filing, Delaware County, Iowa

5 Name and address of Assignee

6 Describe real estate (See instruction #4)

407/582-002

7 Check if applicable: ☐ Products of Collateral are Covered. ☐ Debtor is a transmitting utility as defined in UCC 9 105(1)

Secured party or other appropriate signature may be substituted for debtor(s) signature only in cases covered by UCC 9-402(2), and 9-408 and must be identified as such when used.)

8. EXIDE CORPROATION
Signature of Debtor

Signature of Debtor

Type or Print all names (Iowa Code 335.2)

Form Approved (7-1-81) By: MARY JANE ODELL, Secretary of State

DATE 9-23-98 BOOK 50 PAGE 81

(1) FILING OFFICER COPY—ALPHABETICAL

SCHEDULE A
TO UCC FINANCING STATEMENT
Naming General Electric Capital Corporation as Lessor and Exide Corporation as Lessee

This is to record a True Lease on:

Quantity	Year	Manufacturer	Serial Number	Model and Type of Equipment
1				Various Production Line and Related Equipment (including, but not limited to, various battery manufacturing (including but not limited to various battery manufacturing equipment as further described in the attached Project Summaries and attached related Monthly Capital Spending lists. Lessor has possession of the invoices corresponding to the Monthly Capital Spending Lists by Account.)

Equipment immediately listed above is located at: 913 S. 10th Street, Manchester, Delaware County, IA 52057
Spring Valley & Montrose, Laureldale, Berks County, PA 19605
364 Exide Drive, Bristol, Sullivan County, TN
413 East Berg Road, Salina, Saline County, KS 67401
901 W. Morrison Street, Frankfort, Clinton County, IN 46041
3430 Cline Road, Corydon, Harrison County, IN 47112

and including all additions, attachments, accessories and accessions thereto, and any and all substitutions, replacements or exchanges therefor, and all insurance and/or other proceeds thereof by and between Lessee/Debtor and Lessor/Secured Party whether now owned or hereafter acquired.

This financing statement is being filed solely as a precaution if, contrary to the intention of the parties described above as Debtor/Lessee and Secured Party/Lessor, the transaction relating to the property is deemed to be other than a lease within the meaning of 1-201 (37) of the Uniform Commercial Code.

LEGAL DESCRIPTION OF PROPERTY WHERE EQUIPMENT IS LOCATED:

See Attached

LEGAL OWNERS OF PROPERTY WHERE EQUIPMENT IS LOCATED:

General Battery Corp.

JEFFREY TEMPLE WHITE & CASE 1155 AVENUE OF THE AMIERICAS NEW YORK, NY 10036 (212) 819-8200

INDEXED IN CHATTEL MTG. INDEX

Del. Co. AB. M 37-88 D 54-138

This document is intended to be recorded in Delaware County, Iowa

335-87

'97 JUL 3 AM 11 40

144 230

$51.00

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
White & Case
1155 Avenue of the Americas
New York, New York 10036
Attention: Jeffrey J. Temple, Esq.

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $200,000,000, SUBJECT TO THE LIMITATIONS CONTAINED HEREIN. LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS OF OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.

SECOND MODIFICATION TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING

THIS SECOND MODIFICATION TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING dated as of ~~August~~ 3/31, 1997 (this "Agreement"), between EXIDE CORPORATION, a corporation organized and existing under the laws of the State of Delaware, having an office at 645 Penn Street, Reading, Pennsylvania 19612-4205, as mortgagor (the "Mortgagor"), and BANKERS TRUST COMPANY, having an office at One Bankers Trust Plaza, New York, New York 10006, as mortgagee, in its capacity as Collateral Agent (the "Mortgagee") for the benefit of (x) the Banks, the Collateral Agent and the Agent under and as defined in, and any other lenders from time to time party to, the Credit Agreement hereinafter referred to (such Banks, the Collateral Agent, the Agent and the other lenders, if any, are hereinafter called the "Bank Creditors") and (y) if one or more Banks has entered, or in the future enters, into one or more (i) interest rate protection agreements (including, without limitation, interest rate swaps, caps, floors, collars and similar agreements), (ii) foreign exchange contracts, currency swap agreements or other similar agreements or arrangements designed to protect against fluctuations in currency values and/or (iii) other types of hedging agreements from time to time (collectively,

DATE 7-3-97 BOOK 144 PAGE 230
BOOK 50 PAGE 181

"Interest Rate Protection or Other Hedging Agreements"), with, or guaranteed by, the Mortgagor, any such Bank or Banks (even if any such Bank subsequently ceases to be a Bank under the Credit Agreement for any reason) so long as any such Bank participates in the extension of such Interest Rate Protection or Other Hedging Agreements and their subsequent assigns, if any (collectively, the "Interest Rate Protection Creditors" and, together with the Bank Creditors, the "Secured Creditors"). Except as otherwise defined herein, terms used herein and defined in the Credit Agreement referred to below shall be used herein as so defined.

W I T N E S S E T H :

WHEREAS, the Mortgagee and the Mortgagor are parties to a Credit Agreement, dated as of August 30, 1994 (the "Credit Agreement"), as amended, modified and supplemented by the First Amendment thereto, dated as of October 21, 1994, the Second Consent, Waiver and Agreement with respect thereto, dated as of December 9, 1994, the Third Amendment thereto, dated as of February 3, 1995, the Consent and Waiver with respect thereto, dated as of February 21, 1995, the Fourth Amendment thereto, dated as of March 6, 1995, the Waiver with respect thereto, dated as of March 31, 1995, the Fifth Amendment and Consent thereto, dated as of April 18, 1995, the Sixth Amendment and Consent thereto, dated as of April 21, 1995, the Seventh Amendment and Consent thereto, dated as of April 24, 1995, the Eighth Amendment and Consent thereto, dated as of August 17, 1995, the Ninth Amendment and Consent thereto, dated as of November 22, 1995, the Tenth Amendment Consent and Agreement thereto, dated as of March 28, 1996, the Eleventh Amendment, Consent, Waiver and Agreement thereto, dated as of May 17, 1996, and the Consent and Waiver, dated as of December 2, 1996 (collectively, the "Prior Amendments"), pursuant to which the Bank Creditors agreed to make certain term loans and revolving loans to the Mortgagor on the conditions and for purposes stated therein; and

WHEREAS, the Obligations (as defined in the Credit Agreement) are evidenced and secured by the Credit Documents, which include, inter alia, the Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing dated as of March 15, 1995, made by the Mortgagor to the Mortgagee as further amended by First Modification to Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture

Filing (as so amended, the "Mortgage") each of which were recorded as described on Schedule 1 attached hereto and made a part hereof, and which Mortgage encumbers certain property more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, simultaneously herewith, the Mortgagor and the Mortgagee are entering into a Twelfth Amendment to the Credit Agreement (the "Twelfth Amendment"), which provides for, among other things, the making by the Bank Creditors of additional term loans in the amount of $50,000,000 (the "Tranche D Term Loans"); and

WHEREAS, the Mortgagor and the Mortgagee desire to amend the Mortgage to provide that the Mortgage also secures the Tranche D Term Loans and to provide that references therein to certain of the Credit Documents be deemed to be references to such documents as the same have been amended and to renew and extend the liens and security interests of the Mortgage.

NOW THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Mortgagor and the Mortgagee agree as follows:

1. Each reference in the Mortgage to the "Credit Agreement" shall mean the Credit Agreement, as amended by the Prior Amendments and the Twelfth Amendment.

2. Each reference in the Mortgage to the "Note" or "Notes" shall mean the Notes as defined in the Credit Agreement, as amended by the Prior Amendments and the Twelfth Amendment.

3. Each reference in the Mortgage to the "Credit Documents" shall mean the Credit Documents as defined in the Credit Agreement, as amended by the Prior Amendments and the Twelfth Amendment.

4. Each reference in the Mortgage to the "Loans" shall mean the "Loans" (including, without limitation, the Tranche D Term Loans) as defined in the Credit Agreement, as amended by the Prior Amendments and the Twelfth Amendment.

5. The Mortgagor hereby reaffirms to the Secured Creditors each of the representations, warranties, covenants and agreements of Mortgagor set forth in the Mortgage with

the same force and affect as if each were separately stat herein and made as of the date hereof.

6. The Mortgagor hereby ratifies, affirms, reaffirms, acknowledges, confirms and agrees that the Mortgage, as modified by this Agreement represents the valid, enforceable and collectible obligations of the Mortgagor and the Mortgagor further acknowledges there are no existing claims, defenses, personal or otherwise, or rights of set-off whatsoever with respect to the Mortgage known to the Mortgagor and further acknowledges and represents that, to the Mortgagor's knowledge, no event has occurred and no condition exists which would constitute a default under the Mortgage or this Agreement either with or without notice or lapse of time or both.

7. The Mortgagor hereby waives, discharges and releases forever any and all existing claims, defenses, personal or otherwise, and rights of set-off known to Mortgagor that it may have against the Mortgagee or which might affect the enforceability by the Mortgagee of its various rights and remedies under the Mortgage.

8. Except as specifically modified hereby, all of the terms and provisions of the Mortgage and all other documents executed by the parties hereto or binding upon the parties hereto in connection with the Mortgage are ratified and reaffirmed by the parties hereto, and are incorporated herein by reference, the Mortgagor specifically acknowledging the validity and enforceability thereof.

9. The Mortgagor agrees to pay all reasonable costs in connection herewith, including, but without limitation, recordation and filing fees, taxes, reasonable attorneys' fees and expenses, and charges for title examinations.

10. The liens, security interests, assignments and other rights evidenced by the Mortgage are hereby renewed, extended and modified to secure the Obligations.

11. This Agreement is limited as specified and shall not constitute an amendment, modification or waiver of, or otherwise affect, in any way, any other provisions of the Mortgage.

12. The Mortgagor agrees to execute and deliver, or cause to be executed and delivered, to the Mortgagee all other instruments, certificates, agreements and consents as

KIS Document Services
nber of the Reed Elsevier plc group
'DER #: 897831-1 DATE: 12/02/97
Fee: 13.00
Disb.: 128.00
RP Verbal or Fax Report: 0.00
Courier: 0.00
141.00

TYPE OF SERVIC
JURISDICTION:
FEDERAL E
PROPERTY:
We have
.COUNTY:
.DELAWA
and rep
(37/18
(7/75:
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FORM

the Mortgagee may reasonably require in order to confirm the terms of this Agreement.

13. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

15. Neither this Agreement nor any of the terms hereof may be changed, waived, discharged or terminated unless such change, waiver, discharge or termination is in writing and signed by the Mortgagee.

IN WITNESS WHEREOF, the parties hereto have caus this Agreement to be duly executed and delivered as of th date first above written.

EXIDE CORPORATION

By _____
Title: VICE PRESIDENT

BANKERS TRUST COMPANY,
as Collateral Agent

By _____
Title: ANTHONY LoGRIPPO
VICE PRESIDENT

STATE OF MICHIGAN)
).SS
COUNTY OF OAKLAND)

On this 6th day of May, 1997, before me personally came William J. Rankin, to me known who, being by me duly sworn, did depose and say that he resides at Troy, Michigan and that he is the Vice President of EXIDE CORPORATION, the Mortgagor described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of such Mortgagor.

ReGina Garretson, Notary Public
State of Michigan, County of Oakland
My commission expires: 08-01-01

This instrument was prepared by Jeffrey J. Temple.

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this 7th day of ~~April~~ May, 1997, before me personally came Anthony LaGrippo, to me known who, being by me duly sworn, did depose and say that he resides at 130 Liberty St. NY NY 10006 and that he is the Vice President of BANKERS TRUST COMPANY, the Mortgagee described in and which executed the foregoing instrument, and that he signed his name thereto pursuant to authority granted by order of the board of directors of such Mortgagee.

Gerry O'Leary
Notary Public

GERRY O'LEARY
Notary Public, State of New York
No. 01OL5035814
Qualified in New York County
Commission Expires Nov. 14, 1998

0000F7R7.W51

Manchester, Delaware County, IA

SCHEDULE 1

Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing, dated 3/15/95, and recorded 3/28/95, in Book/Volume 37, page 189; as amended by First Modification to Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing, dated 5/17/95, recorded 3/29/96, in Book/Volume 40, page 103.

EXHIBIT A

Legal Description

Parcel 1:

Lot 4, of SOUTHWEST INDUSTRIAL PARK, City of Manchester, Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 46, as amended by plat recorded in Book 6 Plats, Page 56.

Parcel 2:

Lot 3, of SOUTHWEST INDUSTRIAL PARK, City of Manchester, Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 46, as amended by plat recorded in Book 6 Plats, Page 56.

Apr 16:16 212 758 5890 TITLE ASSOCIATES
ATT Title Co.
3345 19th Street
Omaha, NE 68104
RECORDED WITHOUT CORPORATE SEAL
DELAWARE CO. RECORDER
$46.00
'96 MAR 29 PM 2:33
DELAWARE COUNTY IOWA
FILED
206-2686
002/002

Prepared by Jeffrey J. Temple, Esq., White & Case, 1155 Ave. of the Americas, NY, NY 10036
(212) 819-8200

This document is intended to be recorded in Delaware County, Iowa

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
White & Case
1155 Avenue of the Americas
New York, New York 10036
Attention: Jeffrey J. Temple, Esq.

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $ 550,000,000, SUBJECT TO THE LIMITATIONS CONTAINED HEREIN. LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS OF OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.

FIRST MODIFICATION TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING

THIS FIRST MODIFICATION TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING dated as of May 17, 1995 (this "Agreement"), between EXIDE CORPORATION, a corporation organized and existing under the laws of the State of Delaware, having an office at 645 Penn Street, Reading, Pennsylvania 19612-4205, as mortgagor (the "Mortgagor"), and BANKERS TRUST COMPANY, having an office at One Bankers Trust Plaza, New York, New York 10006, as mortgagee (the "Mortgagee") for the benefit of (x) the Banks, the Collateral Agent and the Agent under and as defined in, and any other lenders from time to time party to, the Credit Agreement hereinafter referred to (such Banks, the Collateral Agent, the Agent and the other lenders, if any, are hereinafter called the "Bank Creditors") and (y) if one or more Banks has entered, or in the future enters, into one or more (i) interest rate protection agreements (including, without limitation, interest rate swaps, caps, floors, collars and similar agreements), (ii) foreign exchange contracts, currency swap agreements or other similar agreements or arrangements designed to protect against fluctuations in currency values and/or (iii) other types of hedging agreements from time to time (collectively,

SUMMARY OF PROJECTS

SCHEDULE A

Project/Asset	Project #	Amount
Reciprocal Expander Line 913 S. 10th Street Manchester, IA 52057	631M808	$ 204,944.39
Reciprocal Expander Line Spring Valley & Montrose Laureldale, PA 19605	191M806	$ 124,878.22
Reciprocal Expander Line 364 Exide Drive Bristol, TN 37620	331M808	$ 479,050.30
Properzi Mill 364 Exide Drive Bristol, TN	331M716	$ 525,254.48
Racking System 364 Exide Drive Bristol, TN	341A801	$ 629,772.20
Heat Sealer 413 East Berg Road Salina, KS 67401	611M816	$ 425,411.47
Shrink Wrapper 901 W. Morrison St Frankfort, IN 46041	541C801	$ 27,027.00
Separator Line 3430 Cline Rd Corydon, IN 47112	531C802	$371,027.00
	TOTAL SCHEDULE	**$2,787,365.06**

This Schedule A includes Equipment identified by the attached monthly Capital Spending Lists By Account, Vendor Number, Invoice Number and Amount. This Equipment is related to Equipment Schedule No. G-3 dated 9/4/98 to Master Lease Agreement dated 12/23/97 by and between General ELectric Capital Corporation as Lessor and Exide Corporation as Lessee. Lessor has possession of the related invoices substantiating this Equipment.

Project 631M808
Expander Addition
Manchester ,IA

Period	Amount
98/03	$ 47,891.67
98/04	56.70
98/05	17,823.27
98/06	7,981.81
98/07	3,291.50
98/08	90,516.07
98/09	25,768.16
98/10	1,338.54
98/11	-
98/12	2,776.67
99/01	7,500.00

$204.944.39

UNT	LOCATION	VENDOR NUMBER	INVOICE NUMBER	INVOICE DATE	DESCRIPTION	DISTRIBUTION AMOUNT	BATCH CORP	BATCH NUMBER	VOUCHER NUMBER
00000	631100M817	568015572	062597	970625	00100000	47,891.67	01280	C0082	507860
00000	631100M817					47,891.67			
	631100M817					47,891.67			

ACCOUNT	LOCATION	VENDOR NUMBER	INVOICE NUMBER	INVOICE DATE	DESCRIPTION	DISTRIBUTION AMOUNT	BATCH CORP	BATCH NUMBER	VOUCHER NUMBER
523000000	631100M817	~~570162500~~	~~221222 001~~	~~970708~~	~~00200000~~	~~6.61~~	~~01280~~	~~D0003~~	~~510623~~
		~~570162500~~	~~221222-001~~	~~970708~~	~~00300000~~	~~9.06~~	~~01280~~	~~D0003~~	~~510623~~
		~~570162500~~	~~221222-001~~	~~970708~~	~~00400000~~	~~1.68~~	~~01280~~	~~D0003~~	~~510623~~
		~~504326500~~	~~11054~~	~~970625~~	~~00100000~~	~~12,036.00~~	~~01280~~	~~D0102~~	~~510726~~
		568009332	295921	970709	00100000	56.70	01280	D0021	512532
523000000	631100M817					~~12,110.~~05			
	631100M817					~~12,110.05~~			

56.70

BOOK 50 PAGE 87

/26/97 MONTHLY CAPITAL SPENDING BY ACCOUNT A5XE350 PAGE
FISCAL YEAR 98 PERIOD 05
LOCATION 631100M817

ACCOUNT	LOCATION	VENDOR NUMBER	INVOICE NUMBER	INVOICE DATE	DESCRIPTION	DISTRIBUTION AMOUNT	BATCH CORP	BATCH NUMBER	VOUCHER NUMBER
1523000000	631100M817	539042500	7889908	970707	00100000	157.22	01280	E0021	512566
		539042500	7889908	970707	00200000	12.12	01280	E0021	512566
		539042500	7889908	970707	00300000	10.45	01280	E0021	512566
		539042500	7889908	970707	00400000	7.17	01280	E0021	512566
		539042500	7889908	970707	00600000	12.48	01280	E0021	512566
		539042500	7889908	970707	00700000	43.17	01280	E0021	512566
		539042500	7889908	970707	00800000	6.62	01280	E0021	512566
		539042500	7889908	970707	00900000	6.62	01280	E0021	512566
		539042500	7889908	970707	01000000	3.17	01280	E0021	512566
		539042500	7889908	970707	01100000	46.04	01280	E0021	512566
		539042500	7889908	970707	01200000	13.13	01280	E0021	512566
		539042500	7889908	970707	01300000	5.96	01280	E0021	512566
		539042500	7889908	970707	01400000	5.04	01280	E0021	512566
		539042500	7889908	970707	01500000	23.78	01280	E0021	512566
		539042500	7927955	970708	00500000	61.11	01280	E0021	512568
		504326500	12023	970708	00100000	2,169.00	01280	E0021	512583
		~~504326500~~	~~12019~~	~~970708~~	~~00100000~~	~~5,318.88~~	~~01280~~	~~E0021~~	~~512593~~
		~~570413900~~	~~30933852 01~~	~~970728~~	~~00100000~~	~~298.76~~	~~01280~~	~~E0103~~	~~512694~~
		~~570413900~~	~~30933545 02~~	~~970728~~	~~00100000~~	~~298.76~~	~~01280~~	~~E0103~~	~~512703~~
		560882500	285191	970728	00100000	48.00	01280	E0081	512710
		570413900	303326501	970729	00100000	502.66	01280	E0106	512960
		547024500	504458601	970725	00100000	335.75	01280	E0082	513617
		547024500	504452001	970711	00100000	33.84	01280	E0082	513620
		547024500	504452001	970711	00200000	3.32	01280	E0082	513620
		547024500	504462501	970716	00100000	112.72	01280	E0082	513626
		547024500	504462501	970716	00200000	33.60	01280	E0082	513626
		547024500	504447602	970724	00100000	1,672.92	01280	E0082	513633
		547024500	504447601	970717	00200000	36.56	01280	E0082	513644
		547024500	504447601	970717	00300000	83.12	01280	E0082	513644
		547024500	504447601	970717	00400000	216.40	01280	E0082	513644
		547024500	504447601	970717	00500000	1,141.36	01280	E0082	513644
		547024500	504447601	970717	00600000	17.16	01280	E0082	513644
		547024500	504447601	970717	00700000	113.16	01280	E0082	513644
		522766500	10472365	970709		365.88	01280	E0082	513670
		522766500	10472366	970716		2.16	01280	E0082	513671
		522766500	10472367	970721		2.16	01280	E0082	513672
		522766500	10472368	970721		2.16	01280	E0082	513673
		522766500	10472456	970718		508.33	01280	E0082	513674
		522766500	10472457	970710		24.72	01280	E0082	513675
		522766500	10472815	970711		329.21	01280	E0082	513689
		522766500	10472816	970716		2.16	01280	E0082	513691
		522766500	10472817	970721		4.32	01280	E0082	513692
		522766500	10472846	970718		409.12	01280	E0082	513694
		522766500	10472847	970718		141.07	01280	E0082	513696
		522766500	10504395	970722		343.12	01280	E0021	513717
		522766500	10504397	970731		83.50	01280	E0021	513719
		522766500	10504486	970728		165.23	01280	E0021	513720
		522766500	10504396	970724		34.56	01280	E0021	513721
		~~560882500~~	~~284088~~	~~970718~~	~~00100000~~	~~338.62~~	~~01280~~	~~E0081~~	~~514305~~

ACCOUNT	LOCATION	VENDOR NUMBER	INVOICE NUMBER	INVOICE DATE	DESCRIPTION	DISTRIBUTION AMOUNT	BATCH CORP	BATCH NUMBER	VOUCHER NUMBER
1523000000	631100M817	560882500	284000	970718	00200000	331.36	01280	E0081	514305
		560882500	284000	970718	00300000	52.62	01280	E0081	514305
		560882500	284000	970718	00400000	52.62	01280	E0081	514305
		560882500	284000	970718	00500000	22.75	01280	E0081	514305
		560882500	284000	970718	00600000	65.31	01280	E0081	514305
		560882500	284000	970718	00800000	11.45	01280	E0081	514305
		560882500	284000	970718	00900000	11.43	01280	E0081	514305
		560882500	284157	970718	00700000	53.50	01280	E0081	514306
		560867000	242519	970715	00400000	43.80	01280	E0081	514314
		560867000	242519	970715	00500000	43.80	01280	E0081	514314
		560867000	242519	970715	00600000	21.78	01280	E0081	514314
		560867000	242714	970717	00700000	158.40	01280	E0081	514315
		560011545	0015641IN	970730	00100000	431.00	01280	E0101	514432
		522766500	10517085	970725	00100000	15.57	01280	E0105	514849
		522766500	10517085	970725	00200000	17.52	01280	E0105	514849
		522766500	10517085	970725	00300000	31.57	01280	E0105	514849
		522766500	10516555	970725	00100000	46.71	01280	E0105	514850
		522766500	10516555	970725	00200000	52.56	01280	E0105	514850
		522766500	10516555	970725	00300000	94.71	01280	E0105	514850
		522766500	10516555	970725	00500000	45.99	01280	E0105	514850
		525109000	2282	970724	00100000	773.43	01280	E0083	514871
		522766500	10500875	970721	00600000	15.57	01280	E0105	514881
		522766500	10500875	970721	00700000	166.09	01280	E0105	514881
		522766500	10500875	970721	00900000	11.73	01280	E0105	514881
		522766500	10500875	970721	01100000	30.92	01280	E0105	514881
		522766500	10500875	970721	01300000	2.16	01280	E0105	514881
		522766500	10500875	970721	01400000	2.16	01280	E0105	514881
		522766500	10500875	970721	01500000	2.16	01280	E0105	514881
		522766500	10500875	970721	01600000	4.26	01280	E0105	514881
		522766500	10500875	970721	01700000	26.50	01280	E0105	514881
		522766500	10500875	970721	01800000	5.87	01280	E0105	514881
		522766500	10500875	970721	01900000	5.81	01280	E0105	514881
		522766500	10500875	970721	02000000	5.58	01280	E0105	514881
		522766500	10500875	970721	02100000	1.76	01280	E0105	514881
		522766500	10500875	970721	02200000	66.88	01280	E0105	514881
		522766500	10500875	970721	02300000	.46	01280	E0105	514881
		522766500	10500875	970721	02400000	.57	01280	E0105	514881
		522766500	10500875	970721	02500000	.16	01280	E0105	514881
		547024500	504514701	970804	00100000	65.88	01280	E0083	514885
		547024500	504492001	970725	00100000	.60	01280	E0083	514891
		547024500	504492001	970725	00200000	.60	01280	E0083	514891
		547024500	504492001	970725	00300000	10.83	01280	E0083	514891
		547024500	504492001	970725	00400000	12.84	01280	E0083	514891
		547024500	504492001	970725	00500000	.42	01280	E0083	514891
		547024500	504492001	970725	00600000	.78	01280	E0083	514891
		539042500	8239371	970718	00100000	99.26	01280	E0022	514908
		539042500	8239371	970718	00200000	116.71	01280	E0022	514908
		539042500	8400296	970724	00100000	5.99	01280	E0022	514922
		539042500	8400296	970724	00200000	25.72	01280	E0022	514922

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BOOK 52 PAGE 78

ACCOUNT	LOCATION	VENDOR NUMBER	INVOICE NUMBER	INVOICE DATE	DESCRIPTION	DISTRIBUTION AMOUNT	BATCH CORP	BATCH NUMBER	VOUCHER NUMBER
1523000000	631100M817	539042500	8475224	970728	00100000	13.82	01280	E0022	514931
		560882500	286979	970808	00100000	65.42	01280	E0081	515241
		560882500	287005	970808	00100000	302.36	01280	E0081	515245
		560882500	287005	970808	00200000	132.95	01280	E0081	515245
		560882500	287005	970808	00300000	15.74	01280	E0081	515245
		560882500	287005	970808	00400000	35.66	01280	E0081	515245
		560882500	287005	970808	00500000	27.89	01280	E0081	515245
		560882500	287005	970808	00600000	5.01	01280	E0081	515245
		560882500	287005	970808	00700000	7.83	01280	E0081	515245
		560882500	287005	970808	00800000	348.97	01280	E0081	515245
		560869360	43104	970804	00100000	420.00	01280	E0081	515284
		568014471	97191	970804	00100000	2,267.00	01280	E0021	515373
		522766500	10500457	970731	00100000	259.97	01280	E0061	515463
		522766500	10500456	970728	00200000	36.90	01280	E0061	515464
		522766500	10500926	970729	00300000	172.07	01280	E0061	515465
		522766500	10500926	970729	00400000	33.02	01280	E0061	515465
		522766500	10500926	970729	00500000	78.21	01280	E0061	515465
		522766500	10500926	970729	00800000	29.88	01280	E0061	515465
		522766500	10500926	970729	01000000	89.51	01280	E0061	515465
		522766500	10500926	970729	01200000	79.09	01280	E0061	515465
		570162500	222200-001	970813	00100000	80.16	01280	E0081	515620
		570162500	222200-001	970813	00200000	41.84	01280	E0081	515620
		570162500	222200-001	970813	00300000	.86	01280	E0081	515620
		522766500	10547615	970806	00100000	104.26	01280	E0081	515627
		522766500	10547425	970806	00100000	104.26	01280	E0081	515629
		522766500	10504398	970807	01500000	7.96	01280	E0081	515630
		522766500	10472848	970722	01500000	74.81	01280	E0081	515639
		522766500	10472458	970722	00800000	75.94	01280	E0081	515645
		522766500	10472458	970722	01300000	72.21	01280	E0081	515645
		522766500	10472837	970716	00600000	41.86	01280	E0081	515655
		522766500	10472426	970716	00100000	321.20	01280	E0081	515671
		522766500	10472426	970716	00300000	107.08	01280	E0081	515671
		522766500	10472836	970716	00100000	274.42	01280	E0081	515679
		522766500	10472836	970716	00300000	101.40	01280	E0081	515679
		522766500	10504426	970729	00200000	58.75	01280	E0081	515682
		522766500	10504426	970729	00300000	107.08	01280	E0081	515682
		522766500	10504447	970729	01100000	77.80	01280	E0081	515704
		522766500	10504447	970729	01600000	73.98	01280	E0081	515704
		522766500	10504446	970729	00400000	170.04	01280	E0081	515721
		522766500	10504446	970729	00500000	32.63	01280	E0081	515721
		522766500	10504446	970729	00600000	77.29	01280	E0081	515721
		522766500	10504446	970729	01200000	29.53	01280	E0081	515721
		522766500	10504446	970729	01800000	176.91	01280	E0081	515721
		560867000	243999	970811	00100000	1,772.38	01280	E0082	515988
		560867000	243999	970811	00200000	362.93	01280	E0082	515988
		560867000	243999	970811	00300000	485.74	01280	E0082	515988
		522766500	10516586	970729	00400000	904.00	01280	E0082	516352
		522766500	10516596	970729	00500000	104.84	01280	E0082	516353
		522766500	10517166	970729	00400000	298.82	01280	E0082	516354

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MONTHLY CAPITAL SPENDING BY ACCOUNT
FISCAL YEAR 98 PERIOD 05
LOCATION 631100M817

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PAGE

ACCOUNT	LOCATION	VENDOR NUMBER	INVOICE NUMBER	INVOICE DATE	DESCRIPTION	DISTRIBUTION AMOUNT	BATCH CORP	BATCH NUMBER	VOUCHER NUMBER
1523000000	631100M817	522766500	10517176	970730	00500000	49.67	01280	E0082	516355
		568009974	778018	970804	00200000	34.74	01280	E0102	516884
		568009974	778018	970804	00300000	37.53	01280	E0102	516884
		568009974	778018	970804	00400000	25.92	01280	E0102	516884
		568009974	778018	970804	00100000	25.20	01280	E0102	516884
1523000000	631100M817					29,405.90			
	631100M817					29,405.90			

17822.27

BOOK 50 PAGE 81

COUNT	LOCATION	VENDOR NUMBER	INVOICE NUMBER	INVOICE DATE	DESCRIPTION	DISTRIBUTION AMOUNT	BATCH CORP	BATCH NUMBER	VOUCHER NUMBER
3000000	631100M817	560882500	284393	970721	00100000	3,752.05	01280	E0081	517146
		570162500	222576001	970808	00600000	75.65	01280	F0102	517265
		570162500	222225001	970807	00700000	53.55	01280	F0104	517288
		570162500	222221001	970801	00400000	15.08	01280	F0104	517289
		570162500	222221001	970801	00500000	3.25	01280	F0104	517289
		570162500	222221001	970801	00600000	15.13	01280	F0104	517289
		570162500	222221001	970801	00800000	2.08	01280	F0104	517289
		570162500	221222002	970718	00100000	119.28	01280	F0105	517291
		570162500	222031001	970812	00100000	303.37	01280	F0105	517294
		570162500	222031001	970812	00200000	35.79	01280	F0105	517294
		570162500	222031001	970812	00300000	9.95	01280	F0105	517294
		570162500	222032001	970729	00500000	52.00	01280	F0105	517295
		570162500	222032001	970729	00600000	6.05	01280	F0105	517295
		560882500	289044	970822	00200000	1,174.40	01280	F0081	517436
		560882500	289044	970822	00300000	52.51	01280	F0081	517436
		560882500	289044	970822	00600000	34.95	01280	F0081	517436
		560882500	289012	970822	00400000	443.28	01280	F0081	517437
		570162500	222613-001	970813	00500000	57.10	01280	F0004	518594
		570162500	222032-002	970813	00400000	58.17	01280	F0004	518597
		570162500	222983-001	970822		52.00-	01280	F0010	519541
		504326500	12096	970731	00100000	591.00	01280	F0010	519554
		539042500	1509945	970905	00100000	8.49	01280	F0022	520167
		504326500	12258	970905	00200000	12,036.00	01280	F0014	520376
		504326500	12258	970905	00300000	12,035.00	01280	F0014	520376
		504326500	12210	970825	00200000	5,319.00	01280	F0014	520378
		504326500	12177	970820	00200000	5,318.00	01280	F0014	520390
		504326500	12182	970820	00200000	2,169.00	01280	F0014	520398
		504326500	12205	970825	00300000	2,169.00	01280	F0014	520401
		522766500	10598917	970909	00100000	120.79	01280	F0018	521262
		522766500	10598927	970909	00100000	241.58	01280	F0018	521264
		522766500	10598916	970903	00200000	25.88	01280	F0018	521284
		522766500	10598926	970903	00200000	25.88	01280	F0018	521285
		560882500	289679	970827	00100000	2,679.93	01280	F0081	521983
		560882500	289679	970827	00500000	1,215.32	01280	F0081	521983
		560882500	290123	970829	00100000	398.31	01280	F0081	521986
		560882500	290123	970829	00200000	38.55	01280	F0081	521986
		547024500	504593701	970829	00100000	236.78	01280	F0082	522668
		547024500	504593701	970829	00200000	15.36	01280	F0082	522668
3000000	631100M817					50,855.51			
	631100M817					50,855.51			

7981.81