

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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In re	:	Chapter 11
	:	
EXIDE HOLDINGS, INC., et al.,	:	Case No. 20-11157 (CSS)
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Debtors.	:	(Jointly Administered)
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CONSENT DECREE AND SETTLEMENT AGREEMENT REGARDING THE NON-PERFORMING PROPERTIES

Debtors,¹ United States of America (the “**United States**”), through the Environment and Natural Resources Division of the U.S. Department of Justice (“**ENRD**,” as further defined below) on behalf of the U.S. Environmental Protection Agency (“**EPA**,” as further defined below), Florida Department of Environmental Protection (“**FDEP**”), Georgia Environmental Protection Division of the Department of Natural Resources (“**GAEPD**”), Illinois Environmental Protection Agency (“**IEPA**”), the State of Indiana, on behalf of the Indiana Department of Environmental Management (“**IDEM**”), Louisiana Department of Environmental Quality (“**LDEQ**”), Mississippi Department of Environmental Quality (“**MDEQ**”), Commonwealth of Pennsylvania Department of Environmental Protection (“**PADEP**”), South Carolina Department of Health & Environmental Control (“**SCDHEC**”), Tennessee Department of Environment and Conservation (“**TDEC**”), and the Texas Commission on Environmental Quality (“**TCEQ**” and collectively with each of the agencies listed above, the “**Environmental Agencies**”), Westchester Fire Insurance Company (“**Westchester**”), the Environmental Trustee (as defined below), the Vernon Environmental Trustee (as defined below), the Consenting Creditors (as defined below), the Transferred Entities (as defined below), and the Europe/ROW Purchaser (as defined below) (collectively, the “**Parties**” (as further defined below)) enter into this Consent Decree and Settlement Agreement, and agree and state as follows:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are Exide Holdings, Inc. (5504), Exide Technologies, LLC (2730), Exide Delaware LLC (9341), Dixie Metals Company (0199), and Refined Metals Corporation (9311).

I. BACKGROUND

A. On May 19, 2020, (the “**Petition Date**”), the Debtors filed petitions for relief under Chapter 11 of the United States Bankruptcy Code initiating the Bankruptcy Cases (as defined below) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”).

B. On the Petition Date, the Debtors filed a *Motion for Authorization to (I) Implement Mandatory Settlement Procedures for Non-Performing Properties and (II) Abandon Such Properties, if Necessary* (Dk. No. 37), which, *inter alia*, indicated that they may abandon various “non-performing properties” (including the “**Non-Performing Properties**” defined below) on account of the Debtors’ financial circumstances and alleged inability to pay. Nearly all of the Non-Performing Properties require future remediation to protect public health, safety, and the environment. The Debtors represent that they do not have the funds to complete the remediation and that the current funding for the Bankruptcy Cases is projected to be exhausted by the end of September 2020.

C. On the Petition Date, the Debtors filed a *Motion of Debtors for Entry of Orders (I)(A) Approving Bidding Procedures for Sales of Debtors’ Assets, (B) Approving Stalking Horse Bid Protections, (C) Authorizing Designation of Additional Stalking Horse Bidders, (D) Scheduling Auction for and Hearing to Approve Sales of Debtors’ Assets, (E) Approving Form and Manner of Notice of Sale, Auction, and Sale Hearing, (F) Approving Assumption and Assignment Procedures and Form and Manner of Notice of Assumption and Assignment, and (G) Granting Related Relief; And (II)(A) Authorizing Sale of Debtors’ Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (B) Authorizing Assumption and Assignment of Executory Contracts and Unexpired Leases, And (C) Granting Related Relief* (Dk. No. 63) seeking entry of an order to sell substantially all of their assets in accordance with bidding procedures (the “**Sale Motion**”), which was approved on June 19, 2020 (Dk. No. 344).

D. On June 18, 2020, the Debtors filed the *Notice of Europe/ROW Stalking Horse Agreement* (Docket No. 324), which notified the Bankruptcy Court that the Debtors had accepted a stalking horse credit bid submitted by EIH Europe Acquisition LLC, an entity formed by the Consenting Creditors (the “**Europe/ROW Purchaser**”), for the Debtors’ European and “Rest of World” assets pursuant to that certain *Stock and Asset Purchase Agreement* between the Debtors and the Europe/ROW Purchaser (the “**Europe/ROW Agreement**” and the sale transaction related thereto, the “**Europe/ROW Sale Transaction**”). The Europe/ROW Agreement provides a credit bid purchase price of \$430 million (subject to the terms and conditions set forth in the Europe/ROW Agreement) and will not generate any cash proceeds for the Debtors’ estates.

E. On July 23, 2020, the Debtors filed a *Notice of Qualified Bids and Designation of Baseline Bid with Respect to the Americas Assets* (Dk. No. 589) designating the bid of Battery BidCo, LLC (the “**Americas Bid**”) as the baseline bid for the Americas Assets (as defined therein). The Americas Bid does not include the purchase of any of the Non-Performing Properties.

F. On August 6, 2020, the Bankruptcy Court entered an *Order (I) Approving the Purchase Agreement Among Debtors and Buyer, (II) Authorizing Sale of Certain Of Debtors’ Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests, (III) Authorizing Assumption and Assignment of Certain Executory Contracts And Unexpired Leases In Connection Therewith, And (IV) Granting Related Relief* (Dk. No. 690) approving the sale of the Americas Assets.

G. The sale of the Americas Assets closed on August 25, 2020. According to the Debtors, the cash proceeds of the Americas Bid will be required to pay the Debtors’ secured debt and pay the administrative and priority costs of the Bankruptcy Cases leaving little for other obligations or creditors. Debtors represent that the cash proceeds of the Americas Bid were sufficient to pay the DIP loan and ABL loans in full, and that the liens associated with the DIP and ABL loans have been released.

H. Prior to the Petition Date, Westchester issued surety bonds on behalf of and at the request of one or more of the Debtors in the aggregate penal sum of approximately \$44 million. Of the aggregate penal sum of these surety bonds, approximately \$23.6 million is attributable to the liabilities under Environmental Law (as defined below) relating to the Included NPPs (as defined below) (these bonds are, collectively, the “**NPP Bonds**” (as further defined below)), and a further approximately \$11.16 million is attributable to liabilities under Environmental Law (as defined below) relating to the Vernon, CA NPP (as defined below) (the “**Vernon Bond**” (as further defined below)). The Environmental Agencies have asserted or may assert claims against the NPP Bonds with respect to the Non-Performing Properties. Westchester asserts indemnity claims and subrogation rights against the Debtors on account of the NPP Bonds and the Vernon Bond.

I. The Environmental Agencies contend that the Debtors have liability under the Resource Conservation and Recovery Act (“**RCRA**,” as further defined below), 42 U.S.C. §§ 6901 *et seq.*, and the Comprehensive Environmental Response, Compensation, and Liability Act (“**CERCLA**,” as further defined below), 42 U.S.C. §§ 9601 *et seq.* and various state Environmental Laws (as defined below) that require the Debtors to clean up the Non-Performing Properties. The Environmental Agencies contend that the Debtors are obligated to comply with the Environmental Laws and that under applicable law the Debtors should not be permitted to abandon the Non-Performing Properties.

J. The Debtors dispute the extent of their liability under RCRA, CERCLA and the various state Environmental Laws with respect to the Non-Performing Properties. The Debtors also represent that they are unable to pay for their remediation obligations and contend that under applicable law they may abandon the Non-Performing Properties and liquidate, without first completing their obligations under RCRA, CERCLA and the various state Environmental Laws with regard to the Non-Performing Properties.

K. The Environmental Agencies disagree with many of the Debtors' contentions and in the absence of a settlement would likely have objected to the Consenting Creditors' credit bid for cause and the Debtors' failure to address their cleanup responsibilities.

L. The Parties wish to resolve their differences with respect to the Non-Performing Properties on the basis of the Debtors' limited financial ability to perform cleanup, and to address other matters as provided herein.

M. On June 9, 2020, the Bankruptcy Court issued an *Order Governing Settlement Procedures with Governmental Agencies Relating to the Non-Performing Properties* (Dk. No. 242) (the "**Mediation Order**"). Pursuant to the Mediation Order, the Parties (other than the Environmental Trustee and the Vernon Environmental Trustee) and the State of California met with designated mediators over multiple mediation sessions and thereafter formulated the proposed settlement that forms the basis for this Consent Decree and Settlement Agreement. In addition, following these mediation sessions, the Debtors, the Transferred Entities, the Frisco Governmental Parties (as defined in the Plan), and Aspen (as defined in the Plan) entered into and are continuing negotiations regarding the Frisco Settlement Agreement (as defined in the Plan) relating to the Frisco Non-Performing Property (as defined in the Plan).

N. ENRD and the Environmental Agencies enter into this Consent Decree and Settlement Agreement based on the unique facts and circumstances present in these Bankruptcy Cases and the Debtors' limited financial ability to perform cleanup, and nothing in this Consent Decree and Settlement Agreement shall be treated as having any precedential value in any other non-bankruptcy or bankruptcy matter (outside of these Bankruptcy Cases) with different facts and circumstances.

O. Settlement of the matters governed by this Consent Decree and Settlement Agreement is in the public interest and is an appropriate means of resolving these matters.

NOW, THEREFORE, without the admission of liability or the adjudication of any issue of fact or

law, the Parties, by their attorneys and authorized officials, hereby stipulate and agree as follows:

II. DEFINITIONS

1. Unless otherwise expressly provided herein, terms used in this Consent Decree and Settlement Agreement that are defined in CERCLA, RCRA, regulations promulgated pursuant to CERCLA or RCRA, or the Bankruptcy Code shall have the meaning assigned to them therein.

2. Whenever terms listed below are used in this Consent Decree and Settlement Agreement, the following definitions shall apply:

- a. **“ABL Lenders”** shall have the meaning set forth in the Plan and shall include the ABL Agents (as defined in the Plan).
- b. **“Applicable Insurance”** shall mean any environmental liability insurance policy or occurrence-based general liability insurance policy under which the Debtors (including any predecessor in interest) have asserted or could assert coverage for losses or liabilities relating to environmental releases or contamination with respect to any of the Designated Sites. For the avoidance of doubt, Applicable Insurance does not include that certain Pollution and Remediation Legal Liability Policy issued to Exide Technologies by Indian Harbor Insurance Company with Policy Number PEC000506213.
- c. **“Bankruptcy Cases”** means the instant case and the cases with which it is jointly administered.
- d. **“Bankruptcy Code”** means title 11 of the United States Code, as then amended, and subject to any further amendments retroactively applicable to the Petition Date.
- e. **“Bankruptcy Court”** shall mean the United States Bankruptcy Court for the District of Delaware.

- f. **“CADTSC”** shall mean the California Department of Toxic Substances Control.
- g. **“CADTSC Release”** shall mean the release provisions applicable to the CADTSC set forth in Plan Section 10.6.
- h. **“California Release”** shall mean the release provisions applicable to the State of California and its agencies set forth in Plan Section 10.6
- i. **“CERCLA”** means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as now in effect or hereafter amended.
- j. **“Cause of Action”** shall have the meaning set forth in the Plan.
- k. **“Claim”** shall have the meaning set forth in section 101(5) of the Bankruptcy Code.
- l. **“Consenting Creditors”** shall have the meaning set forth in the Plan.
- m. **“DIP Facility”** shall have the meaning set forth in the Plan.
- n. **“Debtors”** shall mean Exide Holdings, Inc., Exide Technologies, LLC, Exide Delaware LLC, Dixie Metals Company, and Refined Metals Corporation, as well as any Plan Administrator as defined in, and appointed pursuant to, a confirmed Plan.
- o. **“Debtors’ O&D”** shall mean the Debtors’ current and former officers and directors other than the Former Officers and Directors.
- p. **“Designated Sites”** shall mean the Included NPPs, excluding any Transferred NPP, as defined below. For the avoidance of doubt, the Vernon, CA NPP is not a Designated Site.

- q. **“Designated Site Specific Costs”** shall mean the costs and expenses of implementing Environmental Actions, including any expenses of environmental contractors incurred in overseeing, managing and performing Environmental Actions, and other fees, costs, and expenses specifically chargeable to a particular Designated Site, including but not limited to the payment of real estate taxes, non-real property taxes, and Designated Site security, as set forth herein and in the Environmental Trust Agreement. For the avoidance of doubt, no such costs and expenses relating to the Vernon, CA NPP are included within the Designated Site Specific Costs.
- r. **“Disclosure Statement”** shall have the meaning set forth in the Plan.
- s. **“ENRD”** shall mean the Environment and Natural Resources Division of the United States Department of Justice, acting on behalf of EPA.
- t. **“EPA”** shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.
- u. **“Effective Date”** shall mean the effective date of the Plan.
- v. **“Environmental Actions”** shall mean any and all environmental activities authorized or required under Environmental Law, or any and all environmental activities as directed by the Lead Agency, that occur after the Effective Date and that are related to any of the Designated Sites, including, but not limited to, response or remedial actions, removal actions, corrective action, closure or post-closure care, reclamation, investigations, studies, remediation, interim actions, final actions, emergency actions, water treatment, implementation of engineered structures and controls,

monitoring, repair and replacement of engineered structures, monitoring equipment and controls, engineering controls, operation and maintenance, sampling, implementation, operation and maintenance of institutional controls, coordination and integration of reuse and remedial efforts and initiatives (including, without limitation, multi-stakeholder communications), and, if required, long-term stewardship, monitoring, maintenance and perpetual custodial care activities. For avoidance of doubt, “Environmental Actions” (i) shall include, but not be limited to, the ongoing work at the Designated Sites as specified in Appendix F (which is subject to change prior to the Effective Date with the agreement of the Parties); (ii) shall not include natural resource assessment or restoration; and (iii) shall not include the actions above that are required outside the boundaries of any Designated Site or are required as to new releases of hazardous substances on any Designated Site after the Effective Date caused by a third party unaffiliated with the Environmental Response Trust unless otherwise directed by the Lead Agency.

- w. “**Environmental Agencies**” shall mean EPA, the Florida Department of Environmental Protection, the Georgia Environmental Protection Division of the Department of Natural Resources, the Illinois Environmental Protection Agency, the Indiana Department of Environmental Management, the Louisiana Department of Environmental Quality, the Mississippi Department of Environmental Quality, the Pennsylvania Department of Environmental Protection, the South Carolina Department of Health & Environmental Control, the Tennessee Department of

Environment and Conservation, and the Texas Commission on Environmental Quality. For the avoidance of doubt, the CADTSC is not an Environmental Agency for purposes of this Consent Decree and Settlement Agreement.

- x. **“Environmental Information”** shall mean all hard copy or electronic non-privileged documents in Debtors’ possession, custody, or control related to environmental activities or environmental conditions at the Designated Sites and associated off-site areas including, but not limited to, reports, plans, audits, analyses, records, studies, communications, data, other technical documents, and disclosures. For avoidance of doubt, Environmental Information shall include, but not be limited to (i) all documents in the Debtors’ environmental data room relating to the Designated Sites and (ii) all technical and/or sampling data related to the Designated Sites, but shall not include analysis of this data prepared in anticipation of litigation or otherwise subject to the attorney client privilege or the work product doctrine. Notwithstanding the foregoing, Environmental Information shall include privileged information related to Environmental Trust Causes of Action against Persons other than the Protected Parties.
- y. **“Environmental Law”** or **“Environmental Laws”** shall mean, whenever in effect, all federal, state and local statutes, regulations, rules, ordinances and similar provisions having the force or effect of law, all judicial and administrative orders and determinations and all common law concerning

public health and safety, worker health and safety, pollution or protection of the environment.

- z. **“Environmental NPP Claim”** has the meaning set forth in the Plan.
- aa. **“Environmental Response Trust”** means the trust established by the Environmental Trust Agreement.
- bb. **“Environmental Trust Account”** has the meaning set forth in the Environmental Trust Agreement.
- cc. **“Environmental Trust Agreement”** means the Exide NPP Environmental Response Trust Agreement, which shall be substantially in the form as attached in Appendix B hereto.
- dd. **“Environmental Trust Assets”** has the meaning set forth in the Environmental Trust Agreement.
- ee. **“Environmental Trust Causes of Action”** means those “Environmental Trust Causes of Action” as defined in the Plan at Section 1.78 related to any of the Designated Sites.
- ff. **“Environmental Trust Designated Site Cost Account”** has the meaning set forth in the Environmental Trust Agreement.
- gg. **“Environmental Trust General Administrative Cost Account”** has the meaning set forth in the Environmental Trust Agreement.
- hh. **“Environmental Trust Parties”** means, collectively, the Environmental Response Trust, the Environmental Trustee and its affiliates and their respective shareholders, officers, directors, employees, members, managers, partners, affiliated entities, consultants, agents, accountants, attorneys or other professionals or representatives engaged or employed by the Environmental

Response Trust or the Environmental Trustee; provided however, that any contractors or consultants retained by the Environmental Trustee to perform or oversee Environmental Actions of the Environmental Response Trust (for the avoidance of doubt, “contractors or consultants” as used in this Paragraph does not include the Environmental Response Trust, the Environmental Trustee and affiliated entities, and their respective shareholders, officers, directors, and employees) shall not be Environmental Trust Parties. For the avoidance of doubt, “Environmental Trust Parties” does not include Debtors or the Vernon Environmental Trust Parties.

- ii. **“Environmental Trustee”** has the meaning set forth in the Environmental Trust Agreement.
- jj. **“European Bridge Notes”** shall have the meaning set forth in the Plan.
- kk. **“Excess Funding”** has the meaning set forth in Paragraph 30 herein. For the avoidance of doubt, “Excess Funding” does not include the “Vernon Excess Funding”.
- ll. **“Exchange Priority Notes”** shall have the meaning set forth in the Plan.
- mm. **“First Lien Notes”** shall have the meaning set forth in the Plan.
- nn. **“Former Officers and Directors”** shall have the meaning set forth in the Plan.
- oo. **“General Administrative Trust Costs”** shall mean the fees, costs, and expenses necessary for the administration of the Environmental Response Trust that are not specifically chargeable to a particular Designated Site.
- pp. **“General Unsecured Claim”** shall have the meaning set forth in the Plan.
- qq. **“Holdings Equity Interests”** shall have the meaning set forth in the Plan.

- rr. **“Included NPP Settlement Payment”** shall mean the \$7,412,477 cash payment by the Transferred Entities at the direction of the Consenting Creditors required to be made on the Effective Date as set forth in Paragraph 6 hereof.
- ss. **“Included NPPs”** shall mean the list of properties attached as Appendix A to this Consent Decree and Settlement Agreement, and further described in Appendix E (which is subject to change prior to the Effective Date with the agreement of the Parties) by their legal or other description. Each of the Included NPPs shall be individually an Included NPP. For the avoidance of doubt, the Vernon, CA NPP is not an Included NPP.
- tt. **“June 2019 Financing”** shall have the meaning set forth in the Plan.
- uu. **“Lead Agency”** means the designated Environmental Agency identified in Paragraph 11 herein.
- vv. **“Non-Lead Agency”** means the designated Environmental Agency identified in Paragraph 11 herein.
- ww. **“Non-Performing Properties”** or **“NPPs”** shall mean the list of properties attached as Appendix C of this Consent Decree and Settlement Agreement.
- xx. **“NPP Bonded Designated Site”** shall mean any Designated Site as to which Westchester has made the payment in connection with an NPP Bond required under Paragraph 8 or 9 herein.
- yy. **“NPP Bonds”** shall mean the surety bonds for environmental liabilities issued by Westchester on behalf of and at the request of one or more of the Debtors for the Included NPPs, listed in Appendix H. For the avoidance of doubt, the Vernon Bond is not an NPP Bond.
- zz. **“Optimization”** shall have the meaning set forth in the Plan.

aaa. **“Other Secured Claim”** shall have the meaning set forth in the Plan.

bbb. **“Parties”** means, collectively, the Debtors, United States on behalf of EPA, the State Environmental Agencies, Westchester, the Consenting Creditors, the Europe/ROW Purchaser, the Transferred Entities, the Environmental Trustee, and the Vernon Environmental Trustee.

ccc. **“Plan”** shall mean the Amended Joint Chapter 11 Plan of Exide Holdings, Inc. and its Affiliated Debtors filed on August 14, 2020, as amended, modified and supplemented from time to time as provided therein and incorporating this Consent Decree and Settlement Agreement.

ddd. **“Plan Administrator”** shall have the meaning set forth in Plan.

eee. **“Protected Parties”** shall have the meaning given in Paragraph 47 herein.

fff. **“RCRA”** shall mean the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, as now in effect or hereafter amended.

ggg. **“RSA”** shall have the meaning set forth in the Plan.

hhh. **“Real Property Information”** shall mean all material non-privileged documents in the Debtors’ possession, custody, or control, or reasonably obtainable by the Debtors, related to property ownership, property taxes, leases, contracts, security, insurance (including Applicable Insurance), or administration or potential sales of a Designated Site.

iii. **“Restructuring Professionals”** shall mean, collectively, (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as counsel to the Consenting Creditors, (ii) Young Conaway Stargatt & Taylor, LLP, as Delaware counsel to the Consenting Creditors, (iii) CMD Global Partners, LLC, as financial advisor to

the Consenting Creditors, (iv) Arent Fox LLP, as counsel to the Trustees, and
(v) Morris James LLP, as Delaware Counsel to the Trustees.

jjj. “**Specified Affiliates**” shall mean the persons listed in Appendix J.

kkk. “**State Environmental Agencies**” shall mean FDEP, GAEPD, IEPA, IDEM, LDEQ, MDEQ, PADEP, SCDHEC, TDEC, and TCEQ. For the avoidance of doubt, CADTSC is not a State Environmental Agency for purposes of this Consent Decree and Settlement Agreement.

lll. “**Superfund**” means the “**Hazardous Substance Superfund**” established by 26 U.S.C. § 9507 or, in the event such Hazardous Substance Superfund no longer exists, any successor fund or comparable account of the Treasury of the United States to be used for removal or remedial actions to address releases or threats of releases of hazardous substances.

mmm. “**States**” shall mean the States of Florida, Georgia, Illinois, Indiana, Louisiana, Mississippi, Pennsylvania, South Carolina, Tennessee, and Texas. For the avoidance of doubt, California is not a State for purposes of this Consent Decree and Settlement Agreement.

nnn. “**Superpriority Notes**” shall have the meaning set forth in the Plan.

ooo. “**Transferred Entities**” shall mean the entities identified in Appendix D to this Consent Decree and Settlement Agreement.

ppp. “**Transferred NPP**” shall mean any Included NPP that is transferred to a third party, through sale, donation or otherwise, in accordance with Section VII (Pre-Effective Date Transfers of Included NPPs) herein, prior to the Effective Date.

qqq. “**Trustees**” shall have the meaning set forth in the Plan.

rrr. **“United States”** shall mean the United States of America and all of its agencies, departments, and instrumentalities.

sss. **“Vernon Applicable Insurance”** shall mean any environmental liability insurance policy or occurrence-based general liability insurance policy under which the Debtors (including any predecessor in interest) have asserted or could assert coverage for losses or liabilities relating to environmental releases or contamination with respect to the Vernon, CA NPP. For the avoidance of doubt, Vernon Applicable Insurance does not include that certain Pollution and Remediation Legal Liability Policy issued to Exide Technologies by Indian Harbor Insurance Company with Policy Number PEC000506213.

ttt. **“Vernon Bond”** shall mean the surety bond for environmental liabilities issued by Westchester on behalf of and at the request of one or more of the Debtors for the Vernon Non-Performing Property, listed in Appendix H.

uuu. **“Vernon, CA NPP”** shall mean the property listed under the name “Vernon, CA Non-Performing Property” in Appendix C upon its transfer to the Vernon Environmental Response Trust, as further defined in Appendix L (which is subject to change prior to the Effective Date with the agreement of the Parties) by its legal or other description.

vvv. **“Vernon Conditions Precedent,” “Vernon Condition Precedent 1,”** and **“Vernon Condition Precedent 2”** shall have the meanings set forth in Paragraph 56 hereof.

www. **“Vernon Environmental Actions”** shall mean any and all environmental activities authorized or required under Environmental Law, or any and all environmental activities as directed by the Vernon Lead

Agency, that occur after the Effective Date and that are related to the Vernon, CA NPP, including, but not limited to, response or remedial actions, removal actions, corrective action, closure or post-closure care, reclamation, investigations, studies, remediation, interim actions, final actions, emergency actions, water treatment, implementation of engineered structures and controls, monitoring, repair and replacement of engineered structures, monitoring equipment and controls, engineering controls, operation and maintenance, sampling, implementation, operation and maintenance of institutional controls, coordination and integration of reuse and remedial efforts and initiatives (including, without limitation, multi-stakeholder communications), and, if required, long-term stewardship, monitoring, maintenance and perpetual custodial care activities. For avoidance of doubt, “Vernon Environmental Actions” (i) shall include, but not be limited to, the ongoing work at the Vernon, CA NPP as specified in Appendix F (which is subject to change prior to the Effective Date with the agreement of the Parties); (ii) shall not include natural resource assessment or restoration; and (iii) shall not include the actions above that are required outside the boundaries of the Vernon, CA NPP or are required as to new releases of hazardous substances on the Vernon, CA NPP after the Effective Date caused by a third party unaffiliated with the Vernon Environmental Response Trust unless otherwise directed by the Vernon Lead Agency.

xxx. **“Vernon Environmental Information”** shall mean all hard copy or electronic non-privileged documents in Debtors’ possession, custody, or

control related to environmental activities or environmental conditions at the Vernon, CA NPP and associated off-site areas including, but not limited to, reports, plans, audits, analyses, records, studies, communications, data, other technical documents, and disclosures. For avoidance of doubt, Vernon Environmental Information shall include, but not be limited to (i) all documents related to the Vernon, CA NPP in the Debtors' environmental data room and (ii) all technical and/or sampling data related to the Vernon, CA NPP, but shall not include analysis of this data prepared in anticipation of litigation or otherwise subject to the attorney client privilege or the work product doctrine. Notwithstanding the foregoing, Vernon Environmental Information shall include privileged information related to Vernon Environmental Trust Causes of Action against Persons other than the Protected Parties.

yyy. **"Vernon Environmental Response Trust"** shall mean the trust established by the Vernon Environmental Trust Agreement.

zzz. **"Vernon Environmental Trust Account"** has the meaning set forth in the Vernon Environmental Trust Agreement.

aaaa. **"Vernon Environmental Trust Agreement"** shall mean the Exide Vernon Environmental Response Trust Agreement, which shall be substantially in the form as attached in Appendix K hereto.

bbbb. **"Vernon Environmental Trust Assets"** has the meaning set forth in the Vernon Environmental Trust Agreement.

cccc. **“Vernon Environmental Trust Causes of Action”** means those “Environmental Trust Causes of Action” as defined the Plan at Section 1.78 related to the Vernon, CA NPP.

dddd. **“Vernon Environmental Trust Parties”** means, collectively, the Vernon Environmental Response Trust, the Vernon Environmental Trustee and its affiliates and their respective shareholders, officers, directors, employees, members, managers, partners, affiliated entities, consultants, agents, accountants, attorneys or other professionals or representatives engaged or employed by the Vernon Environmental Response Trust or the Vernon Environmental Trustee; *provided however*, that any contractors or consultants retained by the Vernon Environmental Trustee to perform or oversee Environmental Actions of the Vernon Environmental Response Trust (for the avoidance of doubt, “contractors or consultants” as used in this Paragraph does not include the Vernon Environmental Response Trust, the Vernon Environmental Trustee and affiliated entities, and their respective shareholders, officers, directors, and employees) shall not be Vernon Environmental Trust Parties. For the avoidance of doubt, “Vernon Environmental Trust Parties” does not include Debtors or the Environmental Trust Parties.

eeee. **“Vernon Environmental Trustee”** has the meaning set forth in the Vernon Environmental Trust Agreement.

ffff. **“Vernon Excess Funding”** has the meaning set forth in Paragraph 78 herein.

gggg. **“Vernon Lead Agency”** has the meaning set forth in Paragraph 62 herein.

hhhh. **“Vernon Net Excess Funding”** has the meaning set forth in Paragraph 78 herein.

iiii. **“Vernon Non-Lead Agency”** has the meaning set forth in Paragraph 62 herein.

jjjj. **“Vernon Real Property Information”** shall mean all material non-privileged documents in the Debtors’ possession, custody, or control, or reasonably obtainable by the Debtors, related to property ownership, property taxes, leases, contracts, security, insurance (including Vernon Applicable Insurance), or administration or potential sales of the Vernon, CA NPP.

kkkk. **“Vernon Settlement Payment”** shall mean the \$2,587,523 cash payment by the Transferred Entities at the direction of the Consenting Creditors required to be made on the Effective Date as set forth in Paragraph 58 hereof if the Vernon Conditions Precedent (as defined above) are met, or, alternatively, as set forth in Paragraph 56 hereof if the Vernon Condition Precedent 1 (as defined above) is met but the Vernon Condition Precedent 2 (as defined above) is not met.

III. JURISDICTION

3. The Bankruptcy Court has jurisdiction over the subject matter hereof pursuant to 28 U.S.C. §§ 157, 1331, and 1334.

IV. PARTIES BOUND; SUCCESSION AND ASSIGNMENT

4. This Consent Decree and Settlement Agreement applies to, is binding upon, and shall inure to the benefit of the Parties, the Environmental Trust Parties, the Vernon Environmental Trust Parties, their legal successors and assigns, and any trustee, examiner, or receiver appointed in the Bankruptcy Cases.

V. THE ENVIRONMENTAL RESPONSE TRUST

5. Pathforward Consulting, Inc. is appointed to serve as the Environmental Trustee to administer the Environmental Response Trust and the Environmental Trust Accounts in accordance with this Consent Decree and Settlement Agreement and the Environmental Trust Agreement.

6. On the Effective Date, the Consenting Creditors shall cause the Transferred Entities to transfer to the Environmental Response Trust, at the direction of the Environmental Trustee, \$7,412,477 in cash (the Included NPP Settlement Payment, as defined above). The Environmental Trustee shall allocate these funds among the Environmental Trust Accounts as set forth in Paragraph 23 herein.

7. Transfer of Designated Sites and Related Matters.

- a. On the Effective Date, the Debtors shall (i) transfer by quit claim deed all of their right, title, and interest in the Designated Sites, including, without limitation, all of their fee ownership in, all appurtenances, rights, easements, rights-of-way, mining rights (including unpatented mining claims, mill site claims, and placer claims), mineral rights, mineral claims, appurtenant groundwater rights, associated surface water rights, claims, and filings, permits, licenses, third-party warranties and guaranties for equipment or services to the extent transferable under bankruptcy law, or other interests (including without limitation all fixtures, improvements, personal property (tangible and intangible), equipment located thereon as of the Effective Date, and any equipment that is listed in Appendix G (which is subject to change prior to the Effective Date with the agreement of the Parties)) related to such Designated Sites, to the Environmental Response Trust; and (ii) assign Applicable Insurance claims and/or claim proceeds thereof and all Environmental Trust Causes of Action and/or

proceeds thereof, to the greatest extent permitted by law, to the Environmental Response Trust.

- b. On and after the Effective Date, the Debtors shall have no ownership or other residual interest whatsoever with respect to the Environmental Response Trust or the Designated Sites. The transfer of ownership by the Debtors of any assets, appurtenances, personal property, inventory, stock, equipment or other property pursuant to this Paragraph 7 shall be a transfer of all of the Debtors' right, title and interests therein, and the transfer (i) shall be free and clear of all claims, liens, and interests against the Debtors, including but not limited to all liens of the Consenting Creditors, any of the Debtors' other noteholders and trustees acting therefor, and the ABL Lenders, all liens for adequate protection, all liens on fixtures or personal property, and all liens for the payment of Claims, such as property taxes, or other Claims asserted or that could have been asserted in the Bankruptcy Cases, except those in favor of the Environmental Agencies, if any, but shall remain subject to any existing *in rem* obligations that do not secure payment of Claims (such as easements or deed restrictions), and as to any personal property or equipment in which any governmental unit holds an interest and is subject to regulatory requirements under a governmental grant or award, including but not limited to 10 C.F.R. 600.321, such personal property or equipment shall remain subject to such interest and regulatory requirements; and the Environmental Response Trust may only take action, including but not limited to the use, acquisition, sale, lease, and disposition of such property, in accordance with applicable non-bankruptcy

law; (ii) shall be subject to any rights of the Environmental Agencies and Westchester under this Consent Decree and Settlement Agreement; (iii) shall be accomplished by transfer of good title, with all such conveyance documents to be reasonably agreed to in form by the Debtors and the Environmental Trustee with the reasonable consent of the Environmental Agencies; and (iv) subject to Paragraph 7.e, with respect to the Designated Sites, shall be in as-is where-is condition, including title defects.

- c. The Debtors, as applicable, will reasonably cooperate with the Environmental Agencies and the Environmental Trustee to deliver to the title company (which will cause to be recorded in the appropriate real property records) the transfer documents as soon as reasonably practicable, but not to exceed 30 days after the Effective Date; *provided, however*, that such 30 day period shall be extended for each day that the Debtors are delayed in delivering such transfer documents to the title company because of circumstances arising out of COVID-19 restrictions or limitations, including, without limitation, inaccessibility of a signatory, inaccessibility of a notary public, or inaccessibility of delivery services; *provided further* that any extension hereunder beyond 15 days shall require leave of the Bankruptcy Court. After the Effective Date, the Debtors shall use commercially reasonable efforts to cooperate with the Environmental Trustee to cure any title defects that a buyer of real property of similar nature to the Designated Sites would customarily require to be cured; *provided* that Debtors shall pay the Environmental Trustee's costs of these efforts up to the first \$25,000; and *provided, further*, that curing such title

defects shall not be a condition to the Environmental Response Trust's acceptance of the Designated Sites.

- d. In addition to and simultaneous with the Included NPP Settlement Payment, the Debtors shall pay to the Environmental Response Trust an amount equal to the recording costs and transfer fees relating to the title transfers for the Designated Sites, and the Debtors' pro-rata share of such real and personal property taxes that have accrued or become a lien on the Designated Sites during the calendar year during which the Effective Date occurs. If the actual bills for such real and personal property taxes have not been issued by the Effective Date, then (i) the Debtors' pro-rata share of real and personal property taxes calculated based on real and personal property taxes for the prior year or tax period shall be paid by the Debtors into an escrow held by Citibank N.A as escrow agent (or other escrow agent acceptable to the parties) (the "**Tax Escrow**") and promptly after the date that such tax bills for the calendar year or tax period in which the Effective Date occurs ("**New Tax Bills**") become available, the Debtors shall cause to be released from the Tax Escrow or otherwise pay to the Environmental Response Trust a proportionate share of the real and personal property taxes calculated on the basis of the Effective Date, the New Tax Bills and the period of their respective ownership during such calendar or tax year. The Debtors have filed real and personal property tax appeals with respect to one or more of the Designated Sites. All refunds or credits issued on account of such appeals and applicable to the period when such Designated Sites were owned by the Debtors shall belong exclusively to the Debtors.

All tax reductions or credits issued on account of a period when such Designated Sites will be owned by the Environmental Response Trust shall belong exclusively to the Environmental Response Trust. If the Environmental Response Trust receives any refunds of real or personal property taxes applicable to the period when such Designated Sites were owned by the Debtors or if the taxing authority applies any such refunds to future payments of real or personal property taxes by the Environmental Response Trust instead of issuing a refund, the Environmental Response Trust shall promptly after receipt or application of such tax credit pay to the Debtors the amount of such refund or future tax credit. If the Debtors or any successor in interest receives any refunds of real or personal property taxes applicable to the period when such Designated Sites are owned by the Environmental Response Trust, they shall promptly after receipt pay to the Environmental Response Trust such amounts. The Debtors and Environmental Response Trust shall each bear their own past and future costs relating to tax refunds or credits. In the event that real property taxes are reduced for the 2020 tax year as a result of the Debtors' tax appeals, then the Environmental Response Trust shall promptly after demand reimburse the Debtors for a proportionate share of the Debtors' cost of the tax consultants engaged by Debtors in connection with such tax appeal calculated on the basis of the Effective Date and the respective ownership during such calendar or tax year. Upon full payment by the Debtors or the Environmental Response Trust, as applicable and as set forth in this Paragraph and by the Transferred Entities of the Included NPP

Settlement Payment, the Environmental Response Trust shall (subject to the terms of this paragraph) be responsible for paying all real and personal property taxes first coming due following the Effective Date relating to the Designated Sites. The Debtors and Environmental Response Trust agree to (i) timely allocate and pay their share of real and personal property taxes and (ii) reasonably cooperate with each other in connection therewith and the Debtors' tax appeals.

- e. The Debtors and Consenting Creditors shall execute, or cause to be executed, and record, or cause to be recorded, if necessary, all required releases of any liens or security interests against any of the Designated Sites. After the Parties execute this Consent Decree and Settlement Agreement, neither the Debtors, the Trustees, nor the Consenting Creditors shall further encumber the Included NPPs or their other interests therein and, until the Effective Date, the Debtors shall maintain such properties in a commercially reasonable manner in accordance with their current practices, including the improvements thereon and the fixtures thereto that are related to ongoing remediation activities in the condition that they exist as of the date of such execution, except for ordinary wear and tear, casualty and condemnation, and except to the extent that ongoing environmental activities require otherwise; *provided, however*, that these exceptions shall not relieve Debtors from their obligation to maintain the Designated Sites in a manner protective of human health and the environment.

- f. The Debtors shall promptly reimburse and pay the Trustees for all expenses and costs arising under or in connection with the implementation of this Consent Decree and Settlement Agreement.

8. Prior to the Effective Date (including prior to the date of execution of this Consent Decree and Settlement Agreement), (i) a Lead Agency, after consultation with the Non-Lead Agency, may request in writing that Westchester pay the full penal sum of the NPP Bond for a Designated Site into the standby trust previously created by the Debtors for that Designated Site, and (ii) PADEP, after consultation with EPA, may request in writing that Westchester pay the full penal sum of the NPP Bond for the former operating portion of the Reading Battery and Reading Residential, PA Designated Site, to the Commonwealth of Pennsylvania for deposit into the Pennsylvania Solid Waste Abatement Fund. In that event, Westchester shall, within ten days of such request, pay the full penal sum of the NPP Bond as set forth in Appendix H into such standby trust or, for the Reading Battery and Reading Residential, PA Designated Site, to the Commonwealth of Pennsylvania. Upon deposit of the required amount by Westchester, the applicable State Environmental Agencies shall provide acknowledgements of receipt in satisfaction of the applicable NPP Bonds to Westchester. The liability of Westchester on a NPP Bond obligation associated with a Designated Site shall be fully discharged by the payment of the penal sum of such NPP Bond under this Paragraph.

9. On the Effective Date, except with respect to NPP Bonds as to which Westchester has already paid the penal sum pursuant to Paragraph 8, Westchester shall (i) pay the full penal sum of each NPP Bond providing financial assurance for any Designated Site and for which a valid claim has been made to Westchester, other than the Reading Battery and Reading Residential, PA Designated Site, to the Environmental Trustee, who shall then deposit such funds into the corresponding Environmental Trust Designated Site Cost Accounts and (ii) pay the full penal sum of the NPP Bond as set forth in Appendix H providing financial assurance for the Reading Battery and Reading Residential, PA Designated Site, to the Commonwealth of Pennsylvania, for deposit into the Pennsylvania Solid Waste Abatement Fund.

Westchester hereby acknowledges that it has received valid NPP Bond claims from the Lead Agency for each Included NPP that has an NPP Bond. Upon deposit of the required amounts by Westchester, the Lead Agencies for the Included NPPs that have NPP Bonds shall provide an acknowledgement of receipt in satisfaction of the applicable NPP Bond. The penal amounts of the NPP Bonds, the proceeds of which are to be directed to each Environmental Trust Designated Site Cost Account and to the Commonwealth of Pennsylvania for the Reading Battery and Reading Residential, PA Designated Site, are set forth in Appendix H hereto. The liability of Westchester on an NPP Bond obligation associated with a Designated Site shall be fully discharged by the payment of the penal sum of such NPP Bond pursuant to this Paragraph or Paragraph 8. A payment by Westchester to the Environmental Trustee relating to an NPP Bond shall be deemed for all purposes a payment by Westchester to the applicable standby trust of which the respective Environmental Agency is the beneficiary in full compliance with the terms of such NPP Bond.

10. The Debtors shall cooperate with CADTSC to the extent necessary to assure that CADTSC continues to have access, as the beneficiary, to the funds (and the Debtors shall relinquish any and all claims in connection with such funds) held in (i) the Closure Financial Assurance Trust Fund, pursuant to an agreement entered into as of October 29, 2014 by and between Exide Technologies and Wilmington Trust and (ii) the Closure/Postclosure Trust Fund, pursuant to an agreement entered into as of January 30, 2013 by and between Exide Technologies and U.S. Bank National Association. If the Vernon Condition Precedents (as defined below) are met, then the Debtors shall also cooperate with CADTSC to the extent necessary to assure that CADTSC continues to have access, as the beneficiary, to the funds (and the Debtors shall relinquish any and all claims in connection with such funds) held in the Residential Off-Site Corrective Action Trust Fund, pursuant to an agreement entered into as of October 25, 2018 by and between Exide Technologies and Wilmington Trust.

11. For each Designated Site, Environmental Actions implemented or funded by the Environmental Trustee shall be overseen by a Lead Agency, which shall have the authority to approve

or disapprove the proposed budget for the relevant Environmental Trust Designated Site Cost Account, but only after consultation with the Non-Lead Agency. The Environmental Trustee shall promptly provide a copy of the approved budget to Westchester. The Lead Agency and Non-Lead Agency for each of the Designated Sites is listed in the following table.

Designated Site	Lead Agency	Non-Lead Agency
Tampa, FL Designated Site	FDEP	EPA
Columbus, GA Designated Site	GAEPD	EPA
Kankakee, IL Designated Site	IEPA	EPA
Logansport, IN Designated Site	IDEM	EPA
Frankfort, IN Designated Site	EPA	IDEM
Baton Rouge, LA Designated Site	LDEQ	EPA
Heflin, LA Designated Site	LDEQ	EPA
Florence Smelter and Vacant Land, MS Designated Site	MDEQ	EPA
Florence Former Battery Plant, MS Designated Site	MDEQ	EPA
Hamburg, PA Designated Site	PADEP	EPA
Oley, PA Designated Site	PADEP	EPA

Designated Site	Lead Agency	Non-Lead Agency
Reading Battery and Reading Residential, PA Designated Site	EPA	PADEP
Greer Battery and Greer Residential, SC Designated Site	SCDHEC	EPA
Memphis Smelter and Memphis Residential, TN Designated Site	TDEC	EPA
Bristol, TN Designated Site	TDEC	EPA
Dallas, TX Designated Site	TCEQ	EPA

12. After approval of this Consent Decree and Settlement Agreement by the Bankruptcy Court, the Non-Lead Agency and the Lead Agency for a particular Designated Site may provide the Environmental Trustee with joint written notice that the Lead Agency and/or Non-Lead Agency for that Designated Site has changed.

13. The purpose of the Environmental Response Trust shall be to: (i) own the Designated Sites; (ii) carry out administrative and property management functions related to the Designated Sites; (iii) conduct, manage and/or fund implementation of future Environmental Actions approved by the Lead Agencies with respect to the Designated Sites; (iv) pursue, as appropriate, Applicable Insurance claims and/or proceeds or other Environmental Trust Causes of Action and/or proceeds assigned to the Environmental Response Trust; (v) fulfill other obligations as set forth in this Consent Decree and Settlement Agreement; and (vi) ultimately sell, transfer, or otherwise dispose of or facilitate the reuse

of all or part of the Environmental Trust Assets in a commercially reasonable manner to maximize the value of the Environmental Trust Assets, if possible, all as provided herein and with no objective or authority to engage in any trade or business except as may otherwise be provided in the Environmental Trust Agreement. All recoveries made by the Environmental Trustee, net of direct costs of such recoveries, that can be attributed to a specific Designated Site shall be deposited in the Environmental Trust Designated Site Cost Account for such Designated Site. The performance by the Environmental Trustee of its duties under this Consent Decree and Settlement Agreement, including but not limited to the sale, lease or other disposition of some or all of the Designated Sites, shall not be considered to be the Environmental Trustee's engaging in a trade or business. The Environmental Response Trust shall be initially funded as specified in Paragraphs 6, 7, 9, 10, 23, and 33 herein.

14. The Environmental Response Trust, by and through the Environmental Trustee not individually but solely in its representative capacity, the Debtors, and the Lead Agencies for the Designated Sites shall exchange information and reasonably cooperate to determine the appropriate disposition of any contracts or unexpired leases that relate to a Designated Site. For each Designated Site, Debtors shall have provided the Environmental Trustee with a list of all contracts and unexpired leases related to each Designated Site, including the estimated amount of any claims for cure costs for such contracts and unexpired leases. The Environmental Trustee has notified Debtors in writing of those contracts and leases the Environmental Trustee requests the Debtors to assume and assign to, or otherwise make the benefits thereof available to, the Environmental Response Trust. The Environmental Trustee, with the concurrence of the Lead Agency, may remove any such contract or lease on or before September 29, 2020. The Debtors shall assume and assign the contracts and leases as requested by the Environmental Trustee pursuant to this Paragraph to, or otherwise make the benefits thereof available to, the Environmental Response Trust on terms and conditions acceptable

to Debtors and the Environmental Trustee with the consent of the Lead Agency for such Designated Site. On the Effective Date, with respect to the contracts or leases assumed and assigned by the Debtors to the Environmental Response Trust in accordance herewith, the Debtors shall pay and/or to the extent not fully paid fund a reserve (as set forth in the Environmental Trust Agreement) to the Environmental Response Trust for all post-petition amounts due or accrued on account of any such designated contract or lease for goods or services requested and received by the Debtors during the post-petition period; *provided* that the Debtors retain the right to object to any amounts asserted by the contract or lease counterparty; *provided further* that the Debtors shall pay any such post-petition amounts due or accrued on account of any such designated contract as ordered by the Bankruptcy Court via a final order following such objection.

15. Neither Westchester nor any of the Environmental Agencies shall be deemed to be an owner, operator, trustee, partner, agent, shareholder, officer, or director of the Environmental Response Trust or the Environmental Trust Parties, or to be an owner or operator of any of the Designated Sites on account of this Consent Decree and Settlement Agreement or the Environmental Trust Agreement, or actions contemplated thereby.

16. The Debtors shall provide to the Environmental Trustee Environmental Information and Real Property Information in accordance with Section XI below.

17. Prior to any conveyance of a Designated Site to the Environmental Response Trust pursuant to this Consent Decree and Settlement Agreement, the Debtors and their affiliates shall vacate such Designated Site and surrender possession of such Designated Site to the Environmental Trustee, unless otherwise approved by the Environmental Trustee with the consent of the applicable Lead Agency.

18. Notwithstanding any other provision of this Consent Decree and Settlement Agreement, the Debtors shall continue, at their own expense, the operation of any ongoing environmental activities at the

Included NPPs until the Included NPP Settlement Payment, the funds under Paragraphs 7 and 33 (if any), and the Designated Sites are transferred to the Environmental Response Trust in accordance with this Consent Decree and Settlement Agreement and the Environmental Trust Agreement.

19. The Environmental Trustee shall at all times seek to have the Environmental Response Trust treated as a “qualified settlement fund” as that term is defined in Treasury Regulation Section 1.468B-1. For purposes of complying with Section 468B(g)(2) of the Internal Revenue Code, this Consent Decree and Settlement Agreement shall constitute a consent decree among the Parties. Approval of the Bankruptcy Court, as a unit of the District Court, shall be sought, and the Bankruptcy Court shall retain continuing jurisdiction over the Environmental Response Trust sufficient to satisfy the requirements of Treasury Regulation Section 1.468B-1. The Environmental Trustee shall not elect to have the Environmental Response Trust treated as a grantor trust. The Environmental Response Trust shall be treated as a separate taxable entity. The Environmental Trustee shall cause any taxes imposed on the earnings of the Environmental Response Trust to be paid out of such earnings and shall comply with all tax reporting and withholding requirements imposed on the Environmental Response Trust under applicable tax laws. The Environmental Trustee shall be the “administrator” of the Environmental Response Trust pursuant to Treasury Regulation Section 1.468B-2(k)(3).

VI. ENVIRONMENTAL TRUST ACCOUNTS

20. The Environmental Trustee shall create a segregated Environmental Trust Designated Site Cost Account within the Environmental Response Trust for each of the Included NPPs, and a separate, single Environmental Trust General Administrative Cost Account for all of the Designated Sites. The purpose of an Environmental Trust Designated Site Cost Account shall be to provide funding for future Environmental Actions and for site-specific property management costs, including but not limited to the payment of real estate taxes, non-real property taxes, and Designated Site security pursuant to an approved budget as set forth in Paragraph 25. Funds spent from each

Environmental Trust Designated Site Cost Account for the performance or funding of Environmental Actions shall be deemed to come, first, from the funding of any financial assurance deposited into that account pursuant to Paragraph 9, until the full penal sum of any such financial assurance has been spent, and from other funding thereafter. The purpose of the Environmental Trust General Administrative Cost Account is to fund the costs necessary for the administration of the Environmental Response Trust that are not chargeable to a specific Designated Site including, but not limited to, administrative and professional costs, general project management, other General Administrative Trust Costs, and insurance unrelated to Environmental Actions at a specific Designated Site and included in an approved budget as set forth in Paragraph 26.

21. Environmental Trust Assets shall be held in trust solely for the purposes provided in this Consent Decree and Settlement Agreement. The Environmental Agencies and Westchester, as and solely to the extent set forth herein, shall be the sole beneficiaries of the Environmental Trust Accounts. No one other than these beneficiaries shall have any rights or interest in the Environmental Trust Assets, or to any funds remaining in any of the Environmental Trust Accounts upon the completion of any and all final actions and disbursements of any and all final costs with respect to the Designated Sites. Westchester's interest in the Environmental Trust Accounts shall be strictly limited to the interests described in Paragraphs 30 – 31 and 34.

22. All interest, dividends, proceeds of the sale of any Environmental Trust Assets pursuant to Paragraph 40, and other revenue earned in an Environmental Trust Account shall be retained in the respective Environmental Trust Account and used only for the same purposes as the principal in that account as provided in this Consent Decree and Settlement Agreement, subject to any reallocation approved by the applicable Environmental Agencies in accordance with Paragraph 30 - 31 or 34 of this Consent Decree and Settlement Agreement.

23. The Environmental Trustee shall deposit the proceeds of the Included NPP Settlement Payment as follows:

- a. \$619,000 to be deposited in the Environmental Trust General Administrative Cost Account for the Designated Sites.
- b. \$50,000 to be deposited in the Environmental Trust Designated Site Cost Account for the Tampa, FL Designated Site in Tampa, Florida.
- c. \$2,198,096 to be deposited in the Environmental Trust Designated Site Cost Account for the Columbus, GA Designated Site in Columbus, Georgia;
- d. \$50,000 to be deposited in the Environmental Trust Designated Site Cost Account for the Kankakee, IL Designated Site in Kankakee, Illinois.
- e. \$15,000 to be deposited in the Environmental Trust Designated Site Cost Account for the Logansport, IN Designated Site in Logansport, Indiana.
- f. \$50,000 to be deposited in the Environmental Trust Designated Site Cost Account for the Frankfort, IN Designated Site in Frankfort, Indiana.
- g. \$1,227,274 to be deposited in the Environmental Trust Designated Site Cost Account for the Baton Rouge, LA Designated Site in Baton Rouge, Louisiana.
- h. \$50,000 to be deposited in the Environmental Trust Designated Site Cost Account for the Heflin, LA Designated Site in Heflin, Louisiana.
- i. \$297,437 to be deposited in the Environmental Trust Designated Site Cost Account for Florence Former Battery Plant, MS Designated Site in Florence, Mississippi.
- j. \$50,000 to be deposited in the Environmental Trust Designated Site Cost Account for the Florence Former Smelter and Vacant Land, MS Designated Site.

- k. \$50,000 to be deposited in the Environmental Trust Designated Site Cost Account for the Hamburg, PA Designated Site in Hamburg, Pennsylvania.
- l. \$50,000 to be deposited in the Environmental Trust Designated Site Cost Account for the Oley, PA Designated Site in Oley, Pennsylvania.
- m. \$515,429 to be deposited in the Environmental Trust Designated Site Cost Account for the Reading Battery and Residential, PA Designated Site in Reading, Pennsylvania.
- n. \$1,724,806 to be deposited in the Environmental Trust Designated Site Cost Account for the Greer Battery and Residential, SC Designated Site in Greer, South Carolina.
- o. \$144,077 to be deposited in the Environmental Trust Designated Site Cost Account for the Memphis Smelter and Memphis Residential, TN Designated Site in Memphis, Tennessee.
- p. \$271,358 to be deposited in the Environmental Trust Designated Site Cost Account for the Bristol, TN Designated Site in Bristol, Tennessee.
- q. \$50,000 to be deposited in the Environmental Trust Designated Site Cost Account for the Dallas, TX Designated Site in Dallas, Texas.

24. Not less than 10 days prior to the Effective Date, unless a later date is approved by the Environmental Agencies, the Environmental Trustee shall submit for approval or disapproval (i) to the Environmental Agencies a budget for the first 120 days following the Effective Date (the “**120-Day General Budget**”) for the Environmental Trust General Administrative Cost Account and (ii) to the Lead Agency and Non-Lead Agency for a Designated Site a budget for the first 120 days following the Effective Date (a “**120-Day Designated Site Budget**”). The Lead Agency shall have the authority to approve or disapprove the proposed 120-Day Designated Site Budget for the relevant

Environmental Trust Designated Site Cost Account after consultation with the Non-Lead Agency. The 120-Day General Budget for the Environmental Trust General Administrative Cost Account shall be deemed approved upon written approval by the United States, which the United States may provide to the Environmental Trustee if the United States has not received an objection to the proposed 120-Day General Budget from any Environmental Agency by 5 days before the Effective Date. No expenses may be incurred or paid from an Environmental Trust Designated Site Cost Account or the Environmental Trust General Administrative Cost Account by the Environmental Trustee that are inconsistent with an approved 120-Day Budget, except as provided in Section 3.2.1, 3.2.2, 3.2.3, and/or 3.2.4 of the Environmental Trust Agreement. Where the provisions of this Consent Decree and Settlement Agreement are irreconcilable with those of the Environmental Trust Agreement, the provisions of this Consent Decree and Settlement Agreement shall prevail, with the exception of Sections 3.2.1, 3.2.2, 3.2.3 and 3.2.4 of the Environmental Trust Agreement.

25. Within 90 days following the Effective Date in the first year and thereafter at least 60 days before January 1 of each year following the Effective Date, the Environmental Trustee shall provide to the Lead and Non-Lead Agency for each of the Designated Sites and to Westchester (solely with respect to Designated Sites where NPP Bonds are applicable), a statement showing the balance of each Environmental Trust Designated Site Cost Account related to such Designated Site and a proposed budget for Designated Site Specific Costs to be paid from such Account for the coming year. The Lead Agency shall have the authority to approve or disapprove the proposed budget for the relevant Environmental Trust Designated Site Cost Account, but only after consultation with the Non-Lead Agency.

26. Within 90 days following the Effective Date in the first year and thereafter at least 60 days before January 1 of each year following the Effective Date, the Environmental Trustee shall provide the Environmental Agencies with an annual budget for General Administrative Trust Costs

for review and approval or disapproval. The United States may approve the proposed annual budget after consultation with the Environmental Agencies.

27. During any year, the Environmental Trustee may propose revisions of that year's budget for an Environmental Trust Designated Site Cost Account. Upon the agreement of the Lead Agency for that Designated Site, after consultation with the Non-Lead Agency, the revised budget shall become effective.

28. The Environmental Trustee shall pay funds from an Environmental Trust Designated Site Cost Account to or at the direction of the Lead Agency making a written request for funds for reimbursement within 30 days following such request. Such written request shall: (i) be in accordance with the approved budget, and (ii) specify what the funds were used for and certify that they were used only for Environmental Actions performed after October 9, 2020 by the Lead Agency, with respect to that Designated Site.

29. In the case of requests by the Lead Agency to the Environmental Trustee to use the funds from a particular Environmental Trust Designated Site Cost Account to perform Environmental Actions in accordance with the approved budget, the Environmental Trustee shall utilize the funds and interest earned thereon from that Environmental Trust Designated Site Cost Account to undertake such work promptly and in accordance with any schedule approved by the Lead Agency. The Environmental Trustee shall require liability insurance as set forth in the Environmental Trust Agreement from each contractor hired to perform work.

30. The Lead and Non-Lead Agency may jointly determine in writing at any time after the Effective Date that, based on new information about the estimated cost of remaining Environmental Actions or site-specific property management costs, the assumption of liability by another party for Environmental Actions at that Designated Site, recovery of proceeds from claims against Applicable Insurance, the accrual of interest or dividends, the sale or other disposition of all or a portion of the

Designated Site resulting in net proceeds being deposited into the Environmental Trust Designated Site Cost Account pursuant to Paragraph 40, prior reallocation of funds pursuant to this Paragraph or Paragraphs 31 or 34, or other circumstances approved by the Lead Agency and the Non-Lead Agency, the actual funding needed for the Designated Site is less than the amount remaining in the Environmental Trust Designated Site Cost Account for that Designated Site (the difference being “**Excess Funding**”). In such an event, the Environmental Trustee shall, upon written request by the Lead Agency for the Designated Site, reimburse out of the Excess Funding the Lead Agency for any costs it has incurred or will incur (in the case of agreement to use Lead Agency funds for future Environmental Actions by a transferee of the Designated Site) in the performance or oversight of Environmental Actions at the owned portion of the Designated Site after October 9, 2020. The Excess Funding minus the amount reimbursed to the Lead Agency pursuant to this Paragraph shall be deemed the “**Net Excess Funding**.” The Environmental Trustee shall distribute the Net Excess Funding in the following order and manner:

- a. For (i) a Designated Site that is not an NPP-Bonded Designated Site or (ii) the residential portion of the Reading Battery and Reading Residential, PA Designated Site, the Greer Battery and Greer Residential, SC Designated Site, or the Memphis Smelter and Memphis Residential, TN Designated Site, or of the vacant land portion of the Florence Smelter and Vacant Land, MS Designated Site: **First**, the Environmental Trustee shall, if requested by the Lead Agency for the Designated Site, distribute some or all of the remaining Net Excess Funding to one or more Environmental Trust Designated Site Cost Accounts corresponding to Designated Sites within the same State with a demonstrated need for additional funding. Then, **second**, the Environmental Trustee shall, as instructed by the United States

after consultation with the State Environmental Agencies, the Environmental Trustee and Westchester, transfer any remaining Net Excess Funding pro rata based on then-current need to one or more of the other Environmental Trust Designated Site Cost Accounts established under this Consent Decree and Settlement Agreement with a demonstrated need for additional funding, or to the Environmental Trust General Administrative Cost Account, if there are remaining actions to be performed and a demonstrated need for additional trust funding. Then, **finally**, if there are no such remaining actions with a demonstrated need for additional funding, the Environmental Trustee shall, as instructed in writing by the United States, after consultation with the State Environmental Agencies, the Environmental Trustee and Westchester, transfer any remaining Net Excess Funding to the Superfund.

- b. For an NPP-Bonded Designated Site: **First**, the Environmental Trustee shall retain from such Net Excess Funding (i) an amount equal to such portion of the Included NPP Settlement Payment or other payments that were initially transferred to the applicable Environmental Trust Designated Site Cost Account pursuant to Paragraphs 7, 23 and/or 33, and (ii) an amount equal to the sum of all funds transferred into the applicable Environmental Trust Designated Site Cost Account from any other Environmental Trust Account, including prior transfers pursuant to this Paragraph or Paragraph 31. Then, **second**, the Environmental Trustee shall transfer any remaining Net Excess Funding to Westchester until Westchester has received the full penal sum of the NPP Bond. Then,

finally, the Environmental Trustee shall retain any further Net Excess Funding. The Environmental Trustee shall distribute all funds it retains pursuant to this Paragraph 30.b in the order and manner set forth in Paragraph 30.a.

31. Annually, beginning with the first year after the Effective Date, the Environmental Trustee shall provide the Environmental Agencies and Westchester with an update of anticipated future General Administrative Trust Costs of the Environmental Response Trust. At any time after four (4) years after the Effective Date, any conservatively projected surplus funding in the Environmental Trust General Administrative Cost Account (as determined by the Environmental Trustee with the consent of the United States and the State Environmental Agencies after consultation with Westchester) shall be transferred to one or more of the other Environmental Trust Designated Site Cost Accounts, if there are remaining actions to be performed and a need for additional trust funding, on a pro-rata basis based on the ratio of each such Designated Site's initial funding pursuant to Paragraph 23 to the total initial funding for all Designated Sites; *provided*, that any Designated Site that does not have any further need for Environmental Action or any need for additional funding shall be excluded from such calculation.

VII. PRE-EFFECTIVE DATE TRANSFERS OF INCLUDED NPPS

32. Prior to the Effective Date, the Debtors may not transfer or agree to transfer any Included NPP to any third party without the approval in writing of the Lead Agency to the transfer and the terms thereof, after consultation with the Non-Lead Agency and (if the Included NPP has an NPP Bond) Westchester, for the Designated Site to which that Included NPP would correspond if it were transferred into the Environmental Response Trust as required by Paragraph 7. The Debtors shall provide at least ten (10) business days' notice to the Lead Agency, Non-Lead Agency and Westchester in advance of any such proposed transfer, or otherwise as agreed by the Lead Agency, Non-Lead Agency, and Westchester.

33. On the Effective Date, the Debtors shall pay the proceeds from any transfer(s) pursuant to Paragraph 32 to the Environmental Response Trust. Any amounts required to be paid by the Debtors under this Paragraph shall be in addition to the payments to be made under Paragraphs 6 and 7. The Environmental Trustee shall deposit funds received under this Paragraph into the Environmental Trust Designated Site Cost Account corresponding to each Transferred NPP, except for funds received under this Paragraph from the transfer of the residential portion of the Reading Battery and Reading Residential, PA Designated Site, the Greer Battery and Greer Residential, SC Designated Site, or the Memphis Smelter and Memphis, TN Residential Designated Site, or of the vacant land portion of the Florence Smelter and Vacant Land, MS Designated Site, which shall be deposited in the respective Environmental Trust Designated Site Cost Account corresponding to such portion.

34. Not more than thirty (30) days after the Effective Date, the Environmental Trustee shall redistribute any funds deposited in the Environmental Trust Designated Site Cost Account for any Transferred NPP (including, without limitation, initial funding pursuant to Paragraph 23 and funds deposited pursuant to Paragraph 33) in the following manner: (a) as to a Transferred NPP with an NPP Bond, unless otherwise agreed by Westchester and the Environmental Agencies following good faith negotiations, the Environmental Trustee shall redistribute such funds as “Excess Funding” pursuant to Paragraph 30.b; *provided, however*, that in no event shall Westchester receive more than the amount it has paid on account of the NPP Bond for the Transferred NPP; or (b) as to a Transferred NPP without an NPP Bond, the Environmental Trustee shall redistribute such funds as “Excess Funding” pursuant to Paragraph 30.a; *provided* that funds received under Paragraph 33 from the transfer of the residential portion of the Reading Battery and Reading Residential, PA Designated Site, the Greer Battery and Greer Residential, SC Designated Site, or the Memphis Smelter and Memphis Residential, TN Designated Site, or of the vacant land portion of the Florence Smelter and Vacant Land, MS Designated Site, shall not be redistributed under this Paragraph unless the entire property has been transferred under Paragraph 32.

VIII. ENVIRONMENTAL RESPONSE TRUST MISCELLANEOUS PROVISIONS

35. Except as otherwise provided in Paragraph 42, in no event shall any of the Environmental Trust Parties be held liable to any third parties for any liability, action, or inaction of any other party (including, without limitation, with respect to land use controls or land use restrictions), including the Debtors, the Consenting Creditors, Westchester, the Transferred Entities or any other Environmental Trust Party.

36. The Environmental Trustee shall sign, record, and/or implement any institutional controls or deed restrictions requested by the Environmental Agencies with respect to any of the Designated Sites. Additionally, the Environmental Trustee shall abide by the terms of any existing land use controls, land use restrictions, institutional controls or deed restrictions in place or of record as to any of the Designated Sites.

37. The Environmental Response Trust is intended to be governed by the terms of this Consent Decree and Settlement Agreement and the Environmental Trust Agreement and shall not be subject to any provision of the Uniform Custodial Trust Act as adopted by any state, now or in the future.

38. The Environmental Trustee shall provide the Environmental Agencies and their representatives and contractors access to all portions of the Designated Sites over which they have jurisdiction and that the Environmental Response Trust owns at all reasonable times for the purposes of conducting Environmental Actions at or near the Designated Sites.

39. The United States, the State in which the relevant Designated Site is located, or an Environmental Agency that is a designee of either the United States or such State, may at any time propose in writing to take ownership of any of the Designated Sites or any part thereof. Any such proposed transfer and the terms thereof are subject to approval in writing by EPA and the State, after consultation with the Environmental Trustee and Westchester (for an NPP Bonded Designated Site),

in which the Designated Site is located and shall ensure that the Environmental Trustee takes commercially reasonable measures to ensure that the Environmental Response Trust, and specifically the associated Environmental Trust Designated Site Cost Account, realizes the commercially reasonable value of such property. However, neither the United States nor any State shall be required to accept an ownership interest in any remaining Designated Sites upon termination of the Environmental Response Trust or at any time.

40. The Environmental Trustee may, at any time, seek the approval of the Lead Agency for the relevant Designated Site for the sale, lease or other disposition of all or part of a Designated Site. The Lead Agency shall approve or deny the sale, lease or other disposition of all or part of a Designated Site and the specific terms and conditions thereof, following consultation with (i) the Non-Lead Agency, and (ii) Westchester (for an NPP Bonded Designated Site) if Westchester requests (and, if requested, timely engages in) such consultation after notification from the Lead Agency. The net proceeds from any such disposition (i.e., the proceeds remaining after reimbursing the Environmental Response Trust for the costs associated with the sale, lease or other disposition) shall be placed in the Environmental Trust Designated Site Cost Account for the Designated Site.

41. Subject to the approval of the Lead Agency as set forth in Paragraph 40, the Environmental Trustee may propose a sale, lease, or other disposition of a Designated Site that includes funding from, or the retention of some portion of liability by, the respective Environmental Trust Designated Site Cost Account and/or the Environmental Trust General Administrative Cost Account, *provided* that the net effect of any such proposed sale, lease or other disposition is to lessen the total financial obligations and liabilities that would otherwise be incurred in the absence of any such sale, lease, or other disposition.

42. No Environmental Trust Party shall be personally liable unless the Bankruptcy Court, by a final order that is not reversed on appeal, finds that it committed fraud, gross negligence, or

willful misconduct after the Effective Date in relation to the Environmental Trustee's duties. There shall be an irrebuttable presumption that any action taken or not taken with the approval of the Bankruptcy Court does not constitute an act of fraud, gross negligence, or willful misconduct, *provided* that there has been no misrepresentation to the Bankruptcy Court. Any judgment against an Environmental Trust Party and any costs of defense relating to any Environmental Trust Party shall be paid from and limited to funds from the Environmental Trust Designated Site Cost Account for the relevant Designated Site only if it relates to Environmental Actions at the Designated Site, or the Environmental Trust General Administrative Cost Account, without the Environmental Trust Party having to first pay from its own funds for any personal liability or costs of defense unless a final order of the Bankruptcy Court, that is not reversed on appeal, determines that it committed fraud, gross negligence, or willful misconduct in relation to the Environmental Trust Party's duties; in the event the Bankruptcy Court makes such a determination, the Environmental Trust Party shall reimburse the relevant Environmental Trust Account for all expended funds. Nothing herein shall permit any judgment against the Environmental Trust Designated Site Cost Account related to a particular Designated Site to be paid from the Environmental Trust Designated Site Cost Account for another Designated Site.

43. To the maximum extent permitted by law, (a) the Environmental Trust Parties are exculpated by all persons, including without limitation, holders of claims and other parties in interest, of and from any and all claims, causes of action and other assertions of liability arising out of the ownership of Environmental Trust Assets and the discharge of the powers and duties conferred upon the Environmental Response Trust and/or Environmental Trustee by this Consent Decree and Settlement Agreement and the Environmental Trust Agreement or any order of any court entered pursuant to or in furtherance of this Consent Decree and Settlement Agreement, the Environmental Trust Agreement, or applicable law or otherwise; *provided* that, for the avoidance of doubt neither

any of the Consenting Creditors nor any of the Transferred Entities shall have any obligation to indemnify or otherwise incur any liability to or on behalf of any Environmental Trust Party on account of any exculpated claims, causes of action or other assertions of liability pursuant to this Consent Decree and Settlement Agreement; and (b) no person, including without limitation, holders of claims and other parties in interest, will be allowed to pursue any claims or causes of action against any Environmental Trust Party for any claim against the Debtors, for making payments in accordance with this Consent Decree and Settlement Agreement, the Environmental Trust Agreement, or any order of any court, or for implementing the provisions of this Consent Decree and Settlement Agreement, the Environmental Trust Agreement, or any order of any court. Nothing in this Paragraph, the Consent Decree and Settlement Agreement, or the Environmental Trust Agreement shall preclude the Environmental Agencies from enforcing the terms of this Consent Decree and Settlement Agreement against the Environmental Trust Parties.

44. To the maximum extent permitted by law, and except as may otherwise be provided herein: (a) the Environmental Trust Parties may rely conclusively on, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties; (b) the Environmental Trust Parties may, on behalf of the Environmental Response Trust or on their own behalf in their capacity as Environmental Trust Parties, consult with legal counsel, financial or accounting advisors and other professionals and shall not be personally liable for any action taken or not taken in accordance with the advice thereof; and (c) persons or entities dealing with the Environmental Trust Parties shall look only to the Environmental Trust Assets that may be available to them consistent with this Consent Decree and Settlement Agreement or the Environmental Trust Agreement to satisfy any liability incurred by the Environmental Trust Parties to such person in carrying out the terms of this Consent Decree and

Settlement Agreement, the Environmental Trust Agreement, or any order of the Bankruptcy Court, and the Environmental Trust Parties shall have no personal obligations to satisfy any such liability other than as provided in Paragraph 42.

IX. COVENANTS NOT TO SUE AND RESERVATIONS OF RIGHTS

45. Covenants Not to Sue by Environmental Agencies

a. Covenants for Debtors. In consideration of all of the foregoing, including the Included NPP Settlement Payment and cash payments, if any, pursuant to Paragraph 33, and the covenants provided by the Debtors herein, and except as provided in Paragraphs 47, 48, 50, and 51, and upon the payment of the Included NPP Settlement Payment, as well as the Debtors' payments as required by Paragraph 33:

i. ENRD and each of the Environmental Agencies covenant not to file a civil action or take any administrative or other civil action against the Debtors pursuant to CERCLA and RCRA, or any similar state laws with respect to each of the Included NPPs. ENRD further covenants not to file a civil action or take any administrative or other civil action against the Debtors pursuant to CERCLA and RCRA with respect to the Frisco Non-Performing Property (as defined in the Plan); *provided* that ENRD's covenant contained in Paragraph 45.a.i relating to the Frisco Non-Performing Property is conditioned on the transfer of the Frisco Global Settlement Payment, the Frisco Non-Performing Property, and the Frisco Causes of Action (all as defined in the Plan) in accordance with a settlement agreement approved by the Bankruptcy Court. In consideration, further, of the provisions of Section XII and

only upon the payment of the Vernon Settlement Payment, ENRD further covenants not to file a civil action or take any administrative or other civil action against the Debtors pursuant to CERCLA and RCRA with respect to the Vernon, CA NPP; *provided, further*, that ENRD's covenant contained in this Paragraph 45.a.i relating to the Vernon, CA NPP is conditioned on (x) the payment of the Vernon Settlement Payment to either the Vernon Environmental Response Trust as required by Paragraph 58 hereof or to the existing standby trust previously created by the Debtors for the Vernon, CA NPP as required by Paragraph 56 hereof and also (y) if both Vernon Conditions Precedent have been met, the transfer of the Vernon, CA NPP to the Vernon Environmental Response Trust; and

- ii. In addition to, and without in any way limiting, the covenants not to sue set forth in Paragraph 45.a.i, ENRD and each of the Environmental Agencies covenant not to sue or file any Environmental NPP Claim against the Debtors as an Administrative Expense Claim, a Priority Tax-Claim, a Priority Non-Tax Claim, or an Other Secured Claim (each as defined in the Plan); *provided*, that the Environmental Agencies specifically reserve as against the Debtors the right to file and recover as General Unsecured Claims any proof of claim in the Bankruptcy Cases for an Environmental NPP Claim (as defined in the Plan) including response costs incurred outside of the boundaries of the Included NPPs or for pre-Effective Date response costs incurred within

the boundaries of the Included NPPs subject to Sections 4.7(b)(ii) and 5.2(i)(ii) of the Plan.

b. Covenants for the Consenting Creditors, the Transferred Entities, the Europe/ROW Purchaser, and the Trustees. In consideration of all of the foregoing, including the Included NPP Settlement Payment and cash payments, if any, pursuant to Paragraph 33, and the covenants provided by the Consenting Creditors, the Transferred Entities, the Europe/ROW Purchaser, and the Trustees herein, and except as provided in Paragraphs 47, 48, 50, and 51, and upon the payment of the Included NPP Settlement Payment,

i. The Environmental Trustee, ENRD, and each of the Environmental Agencies covenant not to sue or file, pursue, commence, or initiate any civil Claim or civil Cause of Action against the Consenting Creditors, the Transferred Entities, the Europe/ROW Purchaser, or the Trustees, based on or relating to, or in any manner arising prior to the Effective Date, from, in whole or in part, the Debtors, the Debtors' estates, the Debtors' businesses, the Debtors' assets, the Bankruptcy Cases, the Europe/ROW Sale Transaction, the DIP Facility, the Superpriority Notes, the Exchange Priority Notes, the First Lien Notes, the European Bridge Notes, the Holdings Equity Interests, the Optimization, the June 2019 Financing, the RSA, the Disclosure Statement, or the Plan, including any civil Claim or civil Cause of Action arising under chapter 5 of the Bankruptcy Code or similar state law under any theory of recharacterization, preference, fraudulent transfer, fraudulent conveyance, equitable subordination or equitable disallowance where

such Claim or Cause of Action arises from the transactions at issue in the Bankruptcy Cases; and

- ii. In addition to, and without in any way limiting, the covenants not to sue set forth in Paragraph 45(b)(i), ENRD and each of the Environmental Agencies covenant not to file any civil action or take any administrative or other civil action against the Consenting Creditors, the Transferred Entities, the Europe/ROW Purchaser, or the Trustees, pursuant to CERCLA and RCRA, or any similar state laws with respect to each of the Included NPPs. ENRD further covenants not to file a civil action or take any administrative or other civil action against the Consenting Creditors, the Transferred Entities, the Europe/ROW Purchaser, or the Trustees pursuant to CERCLA and RCRA with respect to the Frisco Non-Performing Property. In consideration, further, of the provisions of Section XII and the Vernon Settlement Payment and only upon the payment of the Vernon Settlement Payment, ENRD further covenants not to file a civil action or take any administrative or other civil action against the Consenting Creditors, the Transferred Entities, the Europe/ROW Purchaser, or the Trustees pursuant to CERCLA and RCRA with respect to the Vernon, CA NPP; *provided, however*, that the covenants under this Paragraph 45.b.ii apply only to liability that arose from a Party's capacity as specified in this Paragraph, and shall not apply to any liability that arose in any other context; *provided, further*, that ENRD's covenant contained in this Paragraph 45(b)(ii) relating to the Frisco Non-Performing Property is conditioned on the

transfer of the Frisco Global Settlement Payment, the Frisco Non-Performing Property, and the Frisco Causes of Action (all as defined in the Plan) in accordance with a settlement agreement approved by the Bankruptcy Court; and *provided, further*, that ENRD's covenant contained in this Paragraph 45(b)(ii) relating to the Vernon, CA NPP is conditioned on (x) the payment of the Vernon Settlement Payment to either the Vernon Environmental Response Trust as required by Paragraph 58 hereof or to the existing standby trust previously created by the Debtors for the Vernon, CA NPP as required by Paragraph 56 hereof and also (y) if both Vernon Conditions Precedent have been met, the transfer of the Vernon, CA NPP to the Vernon Environmental Response Trust.

c. Covenants for Environmental Trust Parties.

- i. In consideration of all of the foregoing and the covenants provided by the Environmental Trustee herein, and except as provided in Paragraphs 43, 47, 48, 50, and 51, ENRD and each of the Environmental Agencies covenant not to file a civil action or take any administrative or other civil action against the Environmental Trust Parties pursuant to CERCLA and RCRA, or any similar state laws with respect to each of the Included NPPs.
- ii. In consideration, further, of the provisions of Section XII and upon (x) the Vernon Conditions Precedent being met and (y) the payment of the Vernon Settlement Payment and transfer of the Vernon, CA NPP, ENRD further covenants not to file a civil action or take any

administrative or other civil action against the Vernon Environmental Trust Parties pursuant to CERCLA and RCRA with respect to the Vernon, CA NPP.

46. Related Parties.

- a. Without in any way limiting the covenants not to sue (and the reservations thereto) set forth in Paragraph 45.a, and notwithstanding any other provision of this Consent Decree and Settlement Agreement, those covenants not to sue the Debtors shall also apply to the Debtors' successors, assigns, the Debtors' O&D, employees and trustees, (collectively, the "**Debtors' Related Parties**"), but only to the extent that the alleged liability of such Debtors' Related Party is based solely on its status as and in its capacity as a Debtors' Related Party.
- b. Without in any way limiting the covenants not to sue (and the reservations thereto) set forth in Paragraph 45.b, and notwithstanding any other provision of this Consent Decree and Settlement Agreement, (i) those covenants not to sue the Consenting Creditors, the Transferred Entities, the Europe/ROW Purchaser, and the Trustees set forth in Paragraph 45(b)(i) shall also apply to (x) their respective successors, assigns, managed accounts or funds, current and former officers and directors, principals, stockholders, members, partners, employees, Specified Affiliates, trustees, and the Restructuring Professionals and (y) the Debtors' O&D, and (ii) those covenants not to sue the Consenting Creditors, the Transferred Entities, the Europe/ROW Purchaser, and the Trustees set forth in Paragraph 45(b)(ii) shall also apply to their respective successors, assigns, managed accounts or funds, current and former officers and directors, employees, Specified Affiliates, and trustees (the parties and entities set forth in

clauses (i) and (ii), collectively, the “**Other Related Parties**,” and together with the Debtors’ Related Parties, the “**Related Parties**”), but only to the extent that the alleged liability of such Related Party is based solely on its status as and in its capacity as a Related Party. The covenants not to sue set forth in Paragraphs 45 and 46 shall be referred to as the “**Governmental Releases and Covenants Not to Sue**”).

47. The Governmental Releases and Covenants Not to Sue extend only to the Debtors, the Consenting Creditors, the Transferred Entities, the Europe/ROW Purchaser, the Trustees, the Environmental Trust Parties, the Vernon Environmental Trust Parties (if any), and the Related Parties (collectively, the “**Protected Parties**”) as described in Paragraphs 45 and 46 above and do not extend to any other person. Nothing in this Consent Decree and Settlement Agreement is intended as a covenant not to sue or a release from liability for any person or entity other than the Parties, the Protected Parties, the United States, the States, the Environmental Trust Parties, and the Vernon Environmental Trust Parties (if any). The Parties, the United States, the States, the Environmental Trust Parties, and the Vernon Environmental Trust Parties (if any), expressly reserve all claims, demands, and causes of action, either judicial or administrative (including without limitation regulatory enforcement actions), past, present, or future, known or unknown, in law or equity, which they may have against all other persons, firms, corporations, entities, or predecessors of the Debtors for any matter arising at or relating in any manner to the Included NPPs, the Vernon, CA NPP or claims addressed herein.

48. Reservations of Rights by Environmental Agencies. The Governmental Releases and Covenants Not to Sue do not pertain to any matters other than those expressly specified therein.

- a. ENRD and each of the Environmental Agencies expressly reserve, and this Consent Decree and Settlement Agreement is without prejudice to, all rights against the Debtors and the Debtors’ Related Parties other than the Debtors’

O&D (except as provided in Paragraph 48.b) with respect to all matters other than those set forth in Paragraph 45.a. ENRD and each of the Environmental Agencies also specifically reserve as against the Debtors and Debtors' Related Parties other than the Debtors' O&D (except as provided in Paragraph 48.b), and this Consent Decree and Settlement Agreement is without prejudice to, (i) any action based on a failure to meet a requirement of this Consent Decree and Settlement Agreement or the Plan or any Plan Supplement (as defined in the Plan); (ii) criminal liability; (iii) claims under Environmental Law for any location other than the Included NPPs; and (iv) the reservation set forth in Paragraph 45.a.ii. ENRD further specifically reserves as against the Debtors and Debtors' Related Parties other than the Debtors' O&D (except as provided in Paragraph 48.b), and this Consent Decree and Settlement Agreement is without prejudice to claims under Environmental Law for the Vernon, CA NPP if Vernon Condition Precedent 1 is not met.

- b. ENRD and each of the Environmental Agencies expressly reserve, and this Consent Decree and Settlement Agreement is without prejudice to, all rights against the Consenting Creditors, the Transferred Entities, the Europe/ROW Purchaser, the Trustees and the Related Parties with respect to all matters other than those set forth in Paragraph 45.b. ENRD and each of the Environmental Agencies also specifically reserve as against the Consenting Creditors, the Transferred Entities, the Europe/ROW Purchaser, the Trustees and the Related Parties, and this Consent Decree and Settlement Agreement is without prejudice to, (i) any action based on a failure to meet a requirement of this Consent Decree and Settlement Agreement; or (ii) criminal liability. The Environmental Trustee

also specifically reserves as against the Consenting Creditors, the Transferred Entities, the Europe/ROW Purchaser, the Trustees and the Related Parties, and this Consent Decree and Settlement Agreement is without prejudice to, any action based on a failure to meet a requirement of this Consent Decree and Settlement Agreement. The Vernon Environmental Trustee also specifically reserves as against the Consenting Creditors, the Transferred Entities, the Europe/ROW Purchaser, the Trustees and the Related Parties, and this Consent Decree and Settlement Agreement is without prejudice to, any action based on a failure to meet a requirement of this Consent Decree and Settlement Agreement.

49. In consideration of all of the foregoing, including the Included NPP Settlement Payment and the cash payment pursuant to Paragraph 33, the full funding of all Environmental Trust Accounts pursuant to Paragraph 23, and the covenants provided by the Debtors herein, and upon the payment of the Included NPP Settlement Payment, as well as the Debtors' payments as required by Paragraph 33, if any, Westchester agrees to absolutely, unconditionally, and irrevocably release (the "**Westchester Release**") the Debtors, the Consenting Creditors, the Transferred Entities, the Europe/ROW Purchaser, the Trustees, and each of their Related Parties from any Claims or Causes of Action, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, in law, equity or otherwise, that Westchester would have been legally entitled to assert in its own right (whether individually, derivatively, or collectively), based on or relating to, or in any manner arising prior to the Effective Date, from, in whole or in part, the Debtors, the Debtors' estates, the Debtors' businesses, the Debtors' assets, the Bankruptcy Cases, the Europe/ROW Sale Transaction, the DIP Facility, the Superpriority Notes, the Exchange Priority Notes, the First Lien Notes, the Holdings Equity Interests, the European Bridge Notes, the NPP Bonds, the Beech Grove Bond

(as defined below), the Pension Plan (as defined in the Plan), the Optimization, the June 2019 Financing, the Global Settlement (as defined in the Plan), the RSA, the Disclosure Statement, the Plan, or the Non-Performing Properties and any environmental liabilities related thereto (including, for the avoidance of doubt, any Claims or Causes of Action arising under or pursuant to any Environmental Law, including CERCLA, and RCRA). Notwithstanding any provision of this Consent Decree and Settlement Agreement, the Westchester Release shall not be deemed to (i) impair or release Westchester's Other Secured Claim against the Debtors on account of cash collateral in the amount of \$5,000,000 (plus accrued interest/dividends) posted by the Debtors with respect to the bonds, (ii) impair or release Westchester's general unsecured claims against the Debtors arising under contractual or common law indemnity except to the extent otherwise separately agreed to by Westchester, (iii) impair or modify Westchester's rights against the Debtors with respect to any bond issued by Westchester that is not an NPP Bond or the Beech Grove Bond or, if the Vernon Condition Precedents are met, the Vernon Bond; or (iv) impair Westchester's rights arising under this Consent Decree and Settlement Agreement or on account of Westchester's status as a beneficiary of the Environmental Response Trust or of the Vernon Environmental Response Trust, if any.

50. Nothing in this Consent Decree and Settlement Agreement shall be deemed to limit the authority of the United States or the States to take response action under Section 104 of CERCLA, 42 U.S.C. § 9604, or any other applicable law, regulation or rule, or to alter the applicable legal principles governing judicial review of any action taken by the United States or the States pursuant to such authority. Nothing in this Consent Decree and Settlement Agreement shall be deemed to limit the information-gathering authority of the United States or the States pursuant to Sections 104 and 122 of CERCLA, 42 U.S.C. §§ 9604 and 9622, or any other applicable federal or state law, regulation, or rule or to excuse the Debtors, the Environmental Trustee, or the Vernon Environmental Trustee (if any) from any disclosure or notification requirements imposed by CERCLA, RCRA, or any other applicable federal or state law, regulation or rule.

51.

- a. The Environmental Agencies shall retain the right to issue, obtain, or enforce an order against the Environmental Response Trust to perform Environmental Actions under applicable law, including an administrative order, *provided* that any such order or enforcement is not inconsistent with the provisions of the Consent Decree and Settlement Agreement or the Environmental Trust Agreement. The Environmental Agencies may bring enforcement actions against the Environmental Response Trust that are not inconsistent with the provisions of the Consent Decree and Settlement Agreement and the Environmental Trust Agreement in other courts having jurisdiction, *provided, however*, that the Bankruptcy Court shall have primary jurisdiction over any issues relating to (a) approval of budgets and expenditures of budgeted funds (*provided further, however*, that if the Environmental Trustee enters into a consent decree or administrative order on consent, then the Environmental Agencies may enforce the expenditure of budgeted funds to comply with such consent decree or administrative order on consent in other courts having jurisdiction), (b) changes to the funding in an Environmental Trust Designated Site Cost Account, (c) disputes involving the Environmental Trust General Administrative Cost Account, or (d) the removal of the Environmental Trustee.
- b. ENRD and EPA shall retain the right to issue, obtain, or enforce an order against the Vernon Environmental Response Trust (if any) to perform Vernon Environmental Actions under applicable law, including an administrative order, *provided* that any such order or enforcement is not inconsistent with the provisions of the Consent Decree and Settlement

Agreement or the Vernon Environmental Trust Agreement. ENRD and EPA may bring enforcement actions against the Vernon Environmental Response Trust (if any) that are not inconsistent with the provisions of the Consent Decree and Settlement Agreement and the Vernon Environmental Trust Agreement, in other courts having jurisdiction, *provided, however*, that the Bankruptcy Court shall have primary jurisdiction over any issues relating to (a) approval of budgets and expenditures of budgeted funds (*provided further, however*, that if the Vernon Environmental Trustee enters into a consent decree or administrative order on consent, then ENRD and EPA may enforce the expenditure of budgeted funds to comply with such consent decree or administrative order on consent in other courts having jurisdiction), (b) changes to the funding in the Vernon Environmental Trust Account, (c) disputes involving the Vernon Environmental Trust Account, or (d) the removal of the Vernon Environmental Trustee.

52. Covenants Not to Sue by the Debtors, the Consenting Creditors, the Transferred Entities, the Europe/ROW Purchaser, Westchester, the Environmental Trustee, and the Vernon Environmental Trustee (if any).

- a. (1) The Debtors, the Consenting Creditors, the Transferred Entities, the Europe/ROW Purchaser, Westchester, and the Environmental Trustee hereby covenant, and (2) the Consenting Creditors shall direct the Trustees, with no obligation to provide indemnity, not to sue and agree not to assert or pursue any claims or causes of action against the United States, the States, the Environmental Agencies, or the Environmental Trust Parties

(*provided* that the Environmental Trustee shall not be deemed to be providing a covenant to itself), with respect to the Included NPPs, including, but not limited to, (i) any direct or indirect claim for reimbursement from the Superfund through Sections 106(b)(2), 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9611, 9612, or 9613, or any other provision of law; (ii) any claim against the United States or the States, including any department, agency, or instrumentality of the United States or the States, under Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, or any other provision of law, related to the Included NPPs; (iii) any claims arising out of response activities at the Included NPPs; or (iv) with respect to Westchester, any claims arising out of or related to the NPP Bonds. Such covenant not to sue shall also apply to the United States' and the States' officers, directors, employees, trustees, successors, and assigns. Nothing in this Consent Decree and Settlement Agreement shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d). In addition, with respect to Bond No. K13491343 issued by Westchester and naming Debtor Refined Metals Corporation ("RMC"), as principal, and the EPA, as obligee (the "**Beech Grove Bond**"), Debtors waive any claim for payment of excess funds from the standby trust referenced in that certain trust agreement dated October 31, 2019, by and between RMC, the Grantor, and US Bank National Association, as Trustee, for the benefit of EPA, and consent to amendment of such standby trust agreement to provide that the Regional Administrator may approve payment of excess funds, if

any, to Westchester. Notwithstanding the foregoing, the Debtors, the Consenting Creditors, the Europe/ROW Purchaser, the Transferred Entities, the Trustees, and Westchester specifically reserve, and the Consent Decree and Settlement Agreement is without prejudice to, any action based on a failure to meet a requirement of this Consent Decree and Settlement Agreement, *provided, however*, that nothing in this sentence shall be deemed to have modified Paragraph 21. In the event that any Trustee or Related Party brings an action against the United States or any of the States or Environmental Agencies relating to the Included NPPs, any covenant provided by ENRD and the Environmental Agencies under this Consent Decree and Settlement Agreement to such person shall be null and void and have no force or effect.

- b. Upon the payment of the Vernon Settlement Payment, references in Paragraph 52.a to (1) the Environmental Trustee shall be deemed also to apply to the Vernon Environmental Trustee; (2) the Environmental Trust Parties shall be deemed also to apply to the Vernon Environmental Trust Parties; and (3) the Included NPPs shall be deemed to include solely for this purpose the Vernon, CA NPP. For the avoidance of doubt, if the Vernon Conditions Precedent are not met, the provisions of this Paragraph 52.b shall be null and void and have no effect.

X. CONTRIBUTION PROTECTION

53. The Parties agree that, and by entering into this Consent Decree and Settlement Agreement and the Environmental Trust Agreement, the Bankruptcy Court finds, that this settlement constitutes a judicially-approved settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and

that the Debtors, the Consenting Creditors, the Transferred Entities, the Europe/ROW Purchaser, the Trustees, the Environmental Trust Parties, and the Vernon Environmental Trust Parties are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), or as may be otherwise provided by law, for “matters addressed” in this Consent Decree and Settlement Agreement. Subject to the last sentence of this Paragraph, the “matters addressed” in this Consent Decree and Settlement Agreement, as that phrase is used in Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), include, without limitation, claims by the United States, the States, the Environmental Agencies, or potentially responsible parties for response costs or response actions at or in connection with each of the Designated Sites; *provided that*, upon the payment of the Vernon Settlement Payment, the matters addressed shall further include without limitation, claims by the United States, EPA, or potentially responsible parties for response costs or response actions at or in connection with the Vernon, CA NPP. Any claim or cause of action brought under CERCLA or RCRA or common law that (x) is brought against the Environmental Trustee for any matter addressed in the Consent Decree and Settlement Agreement or the Environmental Trust Agreement by any party to the Consent Decree and Settlement Agreement or by any third party, or (y) is brought against the Vernon Environmental Trustee for any matter addressed in the Consent Decree and Settlement Agreement or the Vernon Environmental Trust Agreement (if any) by any party to the Consent Decree and Settlement Agreement or by any third party, shall be under the exclusive jurisdiction of the Bankruptcy Court or the District Court upon withdrawal of reference.

XI. TRANSFERS OF REAL PROPERTY INFORMATION AND ENVIRONMENTAL INFORMATION

54. The Debtors shall use commercially reasonable efforts, in consultation with the Environmental Trustee, to locate and provide or otherwise make available to the Environmental Trustee, within ten (10) business days after the Effective Date, all Real Property Information and Environmental Information in the care, custody or control of the Debtors, their professionals,

consultants and/or contractors. The Environmental Response Trust shall become the owner of all such Real Property Information and Environmental Information upon receipt. The Environmental Trustee's receipt of such documents, information or communications shall not constitute a waiver of any privilege or work product protection.

55. The Debtors make no warranty as to the completeness or accuracy of the Environmental Information or Real Property Information provided pursuant to this Section.

XII. VERNON ENVIRONMENTAL TRUST

56. The provisions of this Section XII shall take effect only if (i) the California Release is approved by the Bankruptcy Court in connection with confirmation of the Plan (“**Vernon Condition Precedent 1**”) and (ii) the Vernon Environmental Trustee and CADTSC reach a mutual, written agreement on or before the Effective Date that provides covenants not to sue or equivalent protections for the Vernon Environmental Trust Parties from CADTSC that are substantively identical to the covenants not to sue set forth in Paragraph 45.c.i from the Environmental Agencies to the Environmental Trust Parties (“**Vernon Condition Precedent 2**”, and collectively with Vernon Condition Precedent 1, the “**Vernon Conditions Precedent**”). For the avoidance of doubt, if the Vernon Conditions Precedent are not met, the provisions of this Section XII shall be null and void and have no effect; *provided, however*, that if Vernon Condition Precedent 1 is met but Vernon Condition Precedent 2 is not met, then, on the Effective Date, 1) the Consenting Creditors shall cause the Transferred Entities to transfer \$2,587,523 in cash (the Vernon Settlement Payment, as defined above) to the existing standby trust for the Vernon, CA NPP previously created by the Debtors and 2) Westchester shall make payment on the Vernon Bond as and to the extent required by Paragraph 60 hereof.

57. Pathforward Consulting, Inc. is appointed to serve as the Vernon Environmental Trustee to administer the Vernon Environmental Response Trust and the Vernon Environmental Trust

Accounts in accordance with this Consent Decree and Settlement Agreement and the Vernon Environmental Trust Agreement.

58. On the Effective Date, 1) the Consenting Creditors shall cause the Transferred Entities to transfer to the Vernon Environmental Response Trust, at the direction of the Vernon Environmental Trustee, \$2,587,523 in cash (the Vernon Settlement Payment, as defined above) and 2) the Vernon Environmental Trustee shall allocate these funds to the Vernon Environmental Trust Account within the Vernon Environmental Response Trust.

59. Transfer of Vernon, CA NPP and Related Matters.

- a. On the Effective Date, the Debtors shall (i) transfer by quit claim deed all of their right, title, and interest in the Vernon, CA NPP, including, without limitation, all of their fee ownership in, all appurtenances, rights, easements, rights-of-way, mining rights (including unpatented mining claims, mill site claims, and placer claims), mineral rights, mineral claims, appurtenant groundwater rights, associated surface water rights, claims, and filings, permits, licenses, third-party warranties and guaranties for equipment or services to the extent transferable under bankruptcy law, or other interests (including without limitation all fixtures, improvements, personal property (tangible and intangible), equipment located thereon as of the Effective Date, and any equipment that is listed in **Appendix M** (which is subject to change prior to the Effective Date with the agreement of the Parties)) related thereto, to the Vernon Environmental Response Trust; and (ii) assign Vernon Applicable Insurance claims and/or claim proceeds thereof and all Vernon Environmental Trust Causes of Action

and/or claim proceeds thereof, to the greatest extent permitted by law, to the Vernon Environmental Response Trust.

- b. On and after the Effective Date, the Debtors shall have no ownership or other residual interest whatsoever with respect to the Vernon Environmental Response Trust or the Vernon, CA NPP. The transfer of ownership by the Debtors of any assets, appurtenances, personal property, inventory, stock, equipment or other property pursuant to this Paragraph 59 shall be a transfer of all of the Debtors' right, title and interests therein, and the transfer (i) shall be free and clear of all claims, liens, and interests against the Debtors, including but not limited to all liens of the Consenting Creditors, any of the Debtors' other noteholders and trustees acting therefor, and the ABL Lenders, all liens for adequate protection, all liens on fixtures or personal property, and all liens for the payment of Claims, such as property taxes, or other Claims asserted or that could have been asserted in the Bankruptcy Cases, except those in favor of EPA and/or CADTSC and, if any, but shall remain subject to any existing *in rem* obligations that do not secure payment of Claims (such as easements or deed restrictions), and as to any personal property or equipment in which any governmental unit holds an interest and is subject to regulatory requirements under a governmental grant or award, including but not limited to 10 C.F.R. § § 600.321, such personal property or equipment shall remain subject to such interest and regulatory requirements; and the Vernon Environmental Response Trust may only take action, including but not limited to the use, acquisition, sale, lease, and disposition of such property, in accordance

with applicable non-bankruptcy law; (ii) shall be subject to any rights of EPA and/or CADTSC under this Consent Decree and Settlement Agreement; (iii) shall be accomplished by transfer of good title, with all such conveyance documents to be reasonably agreed to in form by the Debtors and the Vernon Environmental Trustee with the reasonable consent of EPA; and (iv) subject to Paragraph 59.e with respect to the Vernon, CA NPP, shall be in as-is where-is condition, including title defects.

- c. The Debtors, as applicable, will reasonably cooperate with EPA and the Vernon Environmental Trustee to deliver to the title company (which will cause to be recorded in the appropriate real property records) the transfer documents as soon as reasonably practicable, but not to exceed 30 days after the Effective Date; provided, however, that such 30 day period shall be extended for each day that the Debtors are delayed in delivering such transfer documents to the title company because of circumstances arising out of COVID-19 restrictions or limitations, including, without limitation, inaccessibility of a signatory, inaccessibility of a notary public, or inaccessibility of delivery services; provided further that any extension hereunder beyond 15 days shall require leave of the Bankruptcy Court. After the Effective Date, the Debtors shall use commercially reasonable efforts to cooperate with the Vernon Environmental Trustee to cure any title defects that a buyer of real property of similar nature to the Vernon, CA NPP would customarily require to be cured; provided that Debtors shall pay the Vernon Environmental Trustee's costs of these efforts up to the

first \$10,000; and provided, further, that curing such title defects shall not be a condition to the Vernon Environmental Response Trust's acceptance of the Vernon, CA NPP.

- d. In addition to and simultaneous with the Vernon Settlement Payment, the Debtors shall pay to the Vernon Environmental Response Trust an amount equal to the recording costs and transfer fees relating to the title transfers for the Vernon, CA NPP, and the Debtors' pro-rata share of such real and personal property taxes that have accrued or become a lien on the Vernon, CA NPP during the calendar year during which the Effective Date occurs. If the actual bills for such real and personal property taxes have not been issued by the Effective Date, then (i) the Debtors' pro-rata share of real and personal property taxes calculated based on real and personal property taxes for the prior year or tax period shall be paid by the Debtors into an escrow held by Citibank N.A as escrow agent (or other escrow agent acceptable to the parties) (the "**Vernon Tax Escrow**") and promptly after the date that such tax bills for the calendar year or tax period in which the Effective Date occurs ("**Vernon New Tax Bills**") become available, the Debtors shall cause to be released from the Vernon Tax Escrow or otherwise pay to the Vernon Environmental Response Trust a proportionate share of the real and personal property taxes calculated on the basis of the Effective Date, the Vernon New Tax Bills and the period of their respective ownership during such calendar or tax year. The Debtors have filed real and personal property tax appeals with respect to the Vernon, CA NPP. All refunds or credits issued on account of such

appeals and applicable to the period when the Vernon, CA NPP was owned by the Debtors shall belong exclusively to the Debtors. All tax reductions or credits issued on account of a period when the Vernon, CA NPP will be owned by the Vernon Environmental Response Trust shall belong exclusively to the Vernon Environmental Response Trust. If the Vernon Environmental Response Trust receives any refunds of real or personal property taxes applicable to the period when the Vernon, CA NPP was owned by the Debtors or if the taxing authority applies any such refunds to future payments of real or personal property taxes by the Vernon Environmental Response Trust instead of issuing a refund, the Vernon Environmental Response Trust shall promptly after receipt or application of such tax credit pay to the Debtors the amount of such refund or future tax credit. If the Debtors or any successor in interest receives any refunds of real or personal property taxes applicable to the period when the Vernon, CA NPP is owned by the Vernon Environmental Response Trust, they shall promptly after receipt pay to the Vernon Environmental Response Trust such amounts. The Debtors and Vernon Environmental Response Trust shall each bear their own past and future costs relating to tax refunds or credits. In the event that real property taxes are reduced for the 2020 tax year as a result of the Debtors' tax appeals, then the Vernon Environmental Response Trust shall promptly after demand reimburse the Debtors for a proportionate share of the Debtors' cost of the tax consultants engaged by Debtors in connection with such tax appeal calculated on the basis of the Effective Date and the respective ownership during such calendar or tax

year. Upon full payment by the Debtors or the Vernon Environmental Response Trust, as applicable and as set forth in this Paragraph and by the Transferred Entities of the Vernon Settlement Payment, the Vernon Environmental Response Trust shall (subject to the terms of this paragraph) be responsible for paying all real and personal property taxes first coming due following the Effective Date relating to the Vernon, CA NPP. The Debtors and Vernon Environmental Response Trust agree to (i) timely allocate and pay their share of real and personal property taxes and (ii) reasonably cooperate with each other in connection therewith and the Debtors' tax appeals.

- e. The Debtors and Consenting Creditors shall execute, or cause to be executed, and record, or cause to be recorded, if necessary, all required releases of any liens or security interests against the Vernon, CA NPP. After the Parties execute this Consent Decree and Settlement Agreement, neither the Debtors, the Trustees, nor the Consenting Creditors shall further encumber the Vernon, CA NPP or their other interests therein and, until the Effective Date, the Debtors shall maintain the Vernon, CA NPP in a commercially reasonable manner in accordance with their current practices, including the improvements thereon and the fixtures thereto that are related to ongoing remediation activities in the condition that they exist as of the date of such execution, except for ordinary wear and tear, casualty and condemnation, and except to the extent that ongoing environmental activities require otherwise; provided, however, that these exceptions shall

not relieve Debtors from their obligation to maintain the Vernon, CA NPP in a manner protective of human health and the environment.

60. On or before the Effective Date (including prior to the date of execution of this Consent Decree and Settlement Agreement), Westchester shall pay the full penal sum of the **Vernon Bond** into the standby trust previously created by Debtors for the Vernon, CA NPP or otherwise as agreed in writing by CADTSC; *provided, however*, that Westchester shall not be obligated to make any payment under this Agreement on account of the Vernon Bond unless Westchester and CADTSC enter into a written agreement pursuant to which 1) California shall provide to Westchester acknowledgement of receipt in satisfaction of the Vernon Bond upon deposit of the penal sum thereof by Westchester and 2) the liability of Westchester on the Vernon Bond obligation associated is fully discharged by the payment of the penal sum of the Vernon Bond under this Paragraph, or unless otherwise required to do so by law.

61. The Vernon Environmental Trustee is authorized, at any time after the Effective Date, to accept the transfer (at the sole discretion of CADTSC) of any or all of the money in the trust fund accounts identified in Paragraph 10(i) and (ii) above to the Vernon Environmental Trust Account and/or in the standby trust previously created by Debtors for the Vernon, CA NPP. Such trust fund money, if transferred to the Vernon Environmental Trustee as set forth in this Paragraph, shall be used solely for Vernon Environmental Actions at the Vernon, CA NPP.

62. Vernon Environmental Actions implemented or funded by the Vernon Environmental Trustee shall be overseen by the “**Vernon Lead Agency**”, which shall have the authority to approve or disapprove the proposed budget for the Vernon Environmental Trust Account after consultation with the “**Vernon Non-Lead Agency**”, if any, if the Vernon Non-Lead Agency timely requests and timely engages in such consultation. The Vernon Lead Agency shall initially be EPA. After the Vernon Conditions Precedent are met, the Vernon Lead Agency shall be CADTSC upon CADTSC’s

written notification within sixty days of the Effective Date, or otherwise as agreed by EPA, to EPA and the Vernon Environmental Trustee. Upon such written notification, EPA shall become the Vernon Non-Lead Agency. Thereafter, the Vernon Non-Lead Agency and the Vernon Lead Agency may provide the Vernon Environmental Trustee with joint written notice that the Vernon Lead Agency and/or Vernon Non-Lead Agency has changed. As to any obligation contained in any paragraph or provision of this Section of the Vernon Lead Agency to consult, prior to making a decision or taking action, with the Vernon Non-Lead Agency, no decision made or action taken by the Vernon Lead Agency shall be deemed invalid if made or taken after the Vernon Lead Agency responds to any timely request for consultation and therein seeks to initiate such consultation.

63. The purpose of the Vernon Environmental Response Trust shall be to (i) own the Vernon, CA NPP; (ii) carry out administrative and property management functions related to the Vernon, CA NPP; (iii) conduct, manage and/or fund implementation of future Vernon Environmental Actions approved by the Vernon Lead Agency with respect to the Vernon, CA NPP; (iv) pursue, as appropriate, Vernon Applicable Insurance claims and/or proceeds or other Vernon Environmental Trust Causes of Action and/or proceeds assigned to the Vernon Environmental Response Trust; (v) fulfill other obligations as set forth in this Consent Decree and Settlement Agreement; and (vi) ultimately sell, transfer, or otherwise dispose of or facilitate the reuse of all or part of the Vernon Environmental Trust Assets in a commercially reasonable manner to maximize the value of the Vernon Environmental Trust Assets, if possible, all as provided herein and with no objective or authority to engage in any trade or business except as may otherwise be provided in the Vernon Environmental Trust Agreement. All recoveries made by the Vernon Environmental Trustee shall be deposited in the Vernon Environmental Trust Account. The performance by the Vernon Environmental Trustee of its duties under this Consent Decree and Settlement Agreement, including but not limited to the sale, lease or other disposition of some or all of the Vernon, CA NPP, shall not

be considered to be the Vernon Environmental Trustee's engaging in a trade or business. The Vernon Environmental Response Trust shall be initially funded as specified in Paragraphs 58 and 59.d herein.

64. The Vernon Environmental Response Trust, by and through the Vernon Environmental Trustee not individually but solely in its representative capacity, the Debtors, and the Vernon Lead Agency shall exchange information and reasonably cooperate to determine the appropriate disposition of any contracts or unexpired leases that relate to the Vernon, CA NPP. Debtors have provided the Vernon Environmental Trustee with a list of all contracts and unexpired leases related thereto, including the estimated amount of any claims for cure costs for such contracts and unexpired leases. The Vernon Environmental Trustee has notified Debtors of those contracts and leases the Vernon Environmental Trustee requests the Debtors to assume and assign to, or otherwise make the benefits thereof available to, the Vernon Environmental Response Trust. The Vernon Environmental Trustee, with the concurrence of the Vernon Lead Agency, may remove any such contract or lease on or before September 29, 2020. The Debtors shall assume and assign the contracts and leases as requested by the Vernon Environmental Trustee pursuant to this Paragraph to, or otherwise make the benefits thereof available to, the Vernon Environmental Response Trust on terms and conditions acceptable to Debtors and the Vernon Environmental Trustee with the consent of the Vernon Lead Agency. On the Effective Date, with respect to the contracts or leases assumed and assigned by the Debtors to the Vernon Environmental Response Trust in accordance herewith, the Debtors shall pay and/or to the extent not fully paid fund a reserve (as set forth in the Vernon Environmental Trust Agreement) to the Vernon Environmental Response Trust for all post-petition amounts due or accrued on account of any such designated contract or lease for goods or services requested and received by the Debtors during the post-petition period; *provided* that the Debtors retain the right to object to any amounts asserted by the contract or lease counterparty; *provided further* that

the Debtors shall pay any such post-petition amounts due or accrued on account of any such designated contract as ordered by the Bankruptcy Court via a final order following such objection.

65. Neither Westchester, the Vernon Lead Agency nor the Vernon Non-Lead Agency shall be deemed to be an owner, operator, trustee, partner, agent, shareholder, officer, or director of the Vernon Environmental Response Trust or the Vernon Environmental Trust Parties, or to be an owner or operator of the Vernon, CA NPP on account of this Consent Decree and Settlement Agreement or the Vernon Environmental Trust Agreement, or actions contemplated thereby.

66. The Debtors shall provide to the Vernon Environmental Trustee the Vernon Environmental Information and Vernon Real Property Information in accordance with Paragraph 89 below.

67. Prior to any conveyance of the Vernon, CA NPP to the Vernon Environmental Response Trust pursuant to this Consent Decree and Settlement Agreement, the Debtors and their affiliates shall vacate the Vernon, CA NPP and surrender possession of thereof to the Vernon Environmental Trustee, unless otherwise approved by the Vernon Environmental Trustee with the consent of the Vernon Lead Agency.

68. Notwithstanding any other provision of this Consent Decree and Settlement Agreement, unless otherwise ordered by the Court, the Debtors shall continue, at their own expense, the operation of any ongoing environmental activities at the Vernon, CA NPP until the Vernon Settlement Payment and the funds under Paragraph 59 (if any), and the Vernon, CA NPP are transferred to the Vernon Environmental Response Trust in accordance with this Consent Decree and Settlement Agreement and the Vernon Environmental Trust Agreement.

69. The Vernon Environmental Trustee shall at all times seek to have the Vernon Environmental Response Trust treated as a “qualified settlement fund” as that term is defined in Treasury Regulation Section 1.468B-1. For purposes of complying with Section 468B(g)(2) of the Internal Revenue Code, this

Consent Decree and Settlement Agreement shall constitute a consent decree among the Parties. Approval of the Bankruptcy Court, as a unit of the District Court, shall be sought, and the Bankruptcy Court shall retain continuing jurisdiction over the Vernon Environmental Response Trust sufficient to satisfy the requirements of Treasury Regulation Section 1.468B-1. The Vernon Environmental Trustee shall not elect to have the Vernon Environmental Response Trust treated as a grantor trust. The Vernon Environmental Response Trust shall be treated as a separate taxable entity. The Vernon Environmental Trustee shall cause any taxes imposed on the earnings of the Vernon Environmental Response Trust to be paid out of such earnings and shall comply with all tax reporting and withholding requirements imposed on the Vernon Environmental Response Trust under applicable tax laws. The Vernon Environmental Trustee shall be the “administrator” of the Vernon Environmental Response Trust pursuant to Treasury Regulation Section 1.468B-2(k)(3).

70. The Vernon Environmental Trustee shall create a single Vernon Environmental Trust Account. The purpose of this account shall be to provide funding for (i) future Vernon Environmental Actions and for site-specific property management costs, including but not limited to the payment of real estate taxes, non-real property taxes, and site security and (ii) the costs necessary for the administration of the Vernon Environmental Response Trust including, but not limited to, administrative and professional costs, general project management, and insurance; all included in an approved budget as set forth in Paragraph 74.

71. Vernon Environmental Trust Assets shall be held in trust solely for the purposes provided in this Consent Decree and Settlement Agreement. EPA and CADTSC, and Westchester, as and solely to the extent set forth herein, shall be the sole beneficiaries of the Vernon Environmental Trust Account. No one other than these beneficiaries shall have any rights or interest in the Vernon Environmental Trust Assets, or to any funds remaining in any of the Vernon Environmental Trust Account upon the completion of any and all final actions and disbursements of any and all final costs

with respect to the Vernon, CA NPP. Westchester's interest in the Vernon Environmental Trust Account shall be strictly limited to the interests described in Paragraph 78.

72. All interest, dividends, proceeds of the sale of any Vernon Environmental Trust Assets pursuant to Paragraph 84, and other revenue earned in the Vernon Environmental Trust Account shall be retained in that account and used only for the same purposes as the principal in that account as provided in this Consent Decree and Settlement Agreement, subject to any reallocation approved by the applicable Environmental Agencies in accordance with Paragraph 78.

73. Not less than 10 days prior to the Effective Date, unless a later date is approved by the Vernon Lead Agency, the Vernon Environmental Trustee shall submit for approval or disapproval to the Vernon Lead Agency a budget for the first 120 days following the Effective Date (the "**Vernon 120-Day Budget**") for the Vernon Environmental Trust Account. The Vernon Lead Agency shall have the authority to approve or disapprove the proposed Vernon 120-Day Budget after consultation with CADTSC. No expenses may be incurred or paid from the Vernon Environmental Trust Account by the Vernon Environmental Trustee that are inconsistent with an approved Vernon 120-Day Budget, except as provided in Section 3.2.1, 3.2.2, and/or 3.2.3 of the Vernon Environmental Trust Agreement. Where the provisions of this Consent Decree and Settlement Agreement are irreconcilable with those of the Vernon Environmental Trust Agreement, the provisions of this Consent Decree and Settlement Agreement shall prevail, with the exception of Sections 3.2.1, 3.2.2, and 3.2.3 of the Vernon Environmental Trust Agreement.

74. Within 90 days following the Effective Date in the first year and thereafter at least 60 days before January 1 of each year following the Effective Date, the Vernon Environmental Trustee shall provide to the Vernon Lead Agency, the Vernon Non-Lead Agency, if any, and Westchester a statement showing the balance of the Vernon Environmental Trust Account and a proposed budget for costs to be paid from such Account for the coming year. The Vernon Lead Agency shall have the

authority to approve or disapprove the proposed budget, but only after consultation with the Non-Lead Agency where the Non-Lead Agency timely requests and timely engages in such consultation. A proposed budget for the Vernon, CA NPP may include costs associated with the provision of on-site supervision by a CADTSC contractor.

75. During any year, the Vernon Environmental Trustee may propose revisions of that year's budget for the Vernon Environmental Trust Account. Upon the agreement of the Vernon Lead Agency, after consultation with the Vernon Non-Lead Agency where the Vernon Non-Lead Agency timely requests and timely engages in such consultation, the revised budget shall become effective.

76. The Vernon Environmental Trustee shall pay funds from the Vernon Environmental Account to or at the direction of the Vernon Lead Agency making a written request for funds for reimbursement within 30 days following such request. Such written request shall: (i) be in accordance with the approved budget, and (ii) specify what the funds were used for and certify that they were used only for Vernon Environmental Actions performed after October 9, 2020 by the Vernon Lead Agency, with respect to the Vernon, CA NPP.

77. In the case of requests by the Vernon Lead Agency to the Vernon Environmental Trustee to use the funds from the Vernon Environmental Trust Account to perform Vernon Environmental Actions in accordance with the approved budget, the Vernon Environmental Trustee shall utilize the funds and interest earned thereon from the Vernon Environmental Trust Account to undertake such work promptly and in accordance with any schedule approved by the Vernon Lead Agency. The Vernon Environmental Trustee shall require liability insurance as set forth in the Vernon Environmental Trust Agreement from each contractor hired to perform work.

78. The Vernon Lead and Vernon Non-Lead Agency may jointly determine in writing at any time after the Effective Date that, based on new information about the estimated cost of remaining Vernon Environmental Actions or site-specific property management costs, the assumption of

liability by another party for Vernon Environmental Actions at the Vernon, CA NPP, recovery of proceeds from claims against Vernon Applicable Insurance, the accrual of interest or dividends, the sale or other disposition of all or a portion of the Vernon, CA NPP resulting in net proceeds being deposited into the Vernon Environmental Trust Account pursuant to Paragraph 84, or other circumstances approved by the Vernon Lead Agency and the Vernon Non-Lead Agency, the actual funding needed for the Vernon, CA NPP is less than the amount remaining in the Vernon Environmental Trust Account (the difference being “**Vernon Excess Funding**”). In such an event, the Vernon Environmental Trustee shall, upon written request by the Vernon Lead Agency, reimburse out of the Vernon Excess Funding the Vernon Lead Agency for any costs it has incurred or will incur (in the case of agreement to use Vernon Lead Agency funds for future Vernon Environmental Actions by a transferee of the Vernon, CA NPP) in the performance or oversight of Vernon Environmental Actions at the owned portion of the Vernon, CA NPP after October 9, 2020. The Vernon Excess Funding minus the amount reimbursed to the Vernon Lead Agency pursuant to this Paragraph shall be deemed the “**Vernon Net Excess Funding**”. The Vernon Environmental Trustee shall distribute the Vernon Net Excess Funding in the following manner and order: **First**, the Vernon Environmental Trustee shall retain from such Net Excess Funding an amount equal to the Vernon Settlement Payment or other payments that were initially transferred to the Vernon Environmental Trust Account pursuant to Paragraph 58. Then, **second**, the Vernon Environmental Trustee shall transfer any remaining Net Excess Funding to Westchester until Westchester has received the full penal sum of the Vernon Bond. Then, **third**, the Vernon Environmental Trustee shall, as instructed by the United States after consultation with the State Environmental Agencies, distribute any remaining Vernon Net Excess Funding pro rata based on then-current need to one or more Environmental Trust Designated Site Cost Account(s) established under this Consent Decree and Settlement Agreement with a demonstrated need for additional funding, or to the Environmental Trust

General Administrative Cost Account, if there are remaining actions to be performed and a demonstrated need for additional trust funding. Then, **finally**, if there are no such remaining actions with a demonstrated need for additional funding, the Vernon Environmental Trustee shall, as instructed in writing by the United States, after consultation with the State Environmental Agencies and CADTSC, transfer any remaining Vernon Net Excess Funding to the Superfund.

79. Except as otherwise provided in Paragraph 86, in no event shall any of the Vernon Environmental Trust Parties be held liable to any third parties for any liability, action, or inaction of any other party (including, without limitation, with respect to land use controls or land use restrictions), including the Debtors, the Consenting Creditors, Westchester, the Transferred Entities or any other Vernon Environmental Trust Party.

80. The Vernon Environmental Trustee shall sign, record, and/or implement any institutional controls or deed restrictions requested by the Vernon Lead Agency or Vernon Non-Lead Agency with respect to the Vernon, CA NPP. Additionally, the Vernon Environmental Trustee shall abide by the terms of any existing land use controls, land use restrictions, institutional controls or deed restrictions in place or of record as to the Vernon, CA NPP.

81. The Vernon Environmental Response Trust is intended to be governed by the terms of this Consent Decree and Settlement Agreement and the Vernon Environmental Trust Agreement and shall not be subject to any provision of the Uniform Custodial Trust Act as adopted by any state, now or in the future.

82. The Vernon Environmental Trustee shall provide the Vernon Lead Agency and Vernon Non-Lead Agency and their representatives and contractors access to all portions of the Vernon, CA NPP over which they have jurisdiction and that the Vernon Environmental Response Trust owns at all reasonable times for the purposes of conducting Environmental Actions at or near the Vernon, CA NPP.

83. The United States, California, or an Environmental Agency that is a designee of either the United States or California, may at any time propose in writing to take ownership of the Vernon, CA NPP or any part thereof. Any such proposed transfer and the terms thereof are subject to approval in writing by the Vernon Lead Agency and Vernon Non-Lead Agency, after consultation with the Vernon Environmental Trustee and Westchester, and shall ensure that the Vernon Environmental Trustee takes commercially reasonable measures to ensure that the Vernon Environmental Response Trust, and specifically the associated Vernon Environmental Trust Account, realizes the commercially reasonable value of such property. However, neither the United States nor California shall be required to accept an ownership interest in the Vernon, CA NPP upon termination of the Vernon Environmental Response Trust or at any time.

84. The Vernon Environmental Trustee may, at any time, seek the approval of the Vernon Lead Agency for the sale, lease or other disposition of all or part of the Vernon, CA NPP. The Vernon Lead Agency shall approve or deny the sale, lease or other disposition of all or part of the Vernon, CA NPP and the specific terms and conditions thereof, following consultation with (i) the Vernon Non-Lead Agency, if the Vernon Non-Lead Agency timely requests and timely engages in such consultation after notification from the Vernon Lead Agency, and (ii) Westchester, if Westchester requests (and, if requested, timely engages in) such consultation after notification from the Vernon Lead Agency. The net proceeds from any such disposition (i.e., the proceeds remaining after reimbursing the Vernon Environmental Response Trust for the costs associated with the sale, lease or other disposition) shall be placed in the Vernon Environmental Trust Account.

85. Subject to the approval of the Vernon Lead Agency as set forth in Paragraph 84, the Vernon Environmental Trustee may propose a sale, lease, or other disposition of the Vernon, CA NPP that includes funding from, or the retention of some portion of liability by, the Vernon Environmental Trust Account, provided that the net effect of any such proposed sale, lease or other disposition is to

lessen the total financial obligations and liabilities that would otherwise be incurred in the absence of any such sale, lease, or other disposition.

86. No Vernon Environmental Trust Party shall be personally liable unless the Bankruptcy Court, by a final order that is not reversed on appeal, finds that it committed fraud, gross negligence, or willful misconduct after the Effective Date in relation to the Vernon Environmental Trustee's duties. There shall be an irrebuttable presumption that any action taken or not taken with the approval of the Bankruptcy Court does not constitute an act of fraud, gross negligence, or willful misconduct, *provided* that there has been no misrepresentation to the Bankruptcy Court. Any judgment against a Vernon Environmental Trust Party and any costs of defense relating to any Vernon Environmental Trust Party shall be paid from and limited to funds from the Vernon Environmental Trust Account, without the Vernon Environmental Trust Party having to first pay from its own funds for any personal liability or costs of defense unless a final order of the Bankruptcy Court, that is not reversed on appeal, determines that it committed fraud, gross negligence, or willful misconduct in relation to the Vernon Environmental Trust Party's duties; in the event the Bankruptcy Court makes such a determination, the Vernon Environmental Trust Party shall reimburse the Vernon Environmental Trust Account for all expended funds.

87. To the maximum extent permitted by law, (a) the Vernon Environmental Trust Parties are exculpated by all persons, including without limitation, holders of claims and other parties in interest, of and from any and all claims, causes of action and other assertions of liability arising out of the ownership of Vernon Environmental Trust Assets and the discharge of the powers and duties conferred upon the Vernon Environmental Response Trust and/or Vernon Environmental Trustee by this Consent Decree and Settlement Agreement and the Vernon Environmental Trust Agreement or any order of any court entered pursuant to or in furtherance of this Consent Decree and Settlement Agreement, the Vernon Environmental Trust Agreement, or applicable law or otherwise; *provided*

that, for the avoidance of doubt neither any of the Consenting Creditors nor any of the Transferred Entities shall have any obligation to indemnify or otherwise incur any liability to or on behalf of any Vernon Environmental Trust Party on account of any exculpated claims, causes of action or other assertions of liability pursuant to this Consent Decree and Settlement Agreement; and (b) no person, including without limitation, holders of claims and other parties in interest, will be allowed to pursue any claims or causes of action against any Vernon Environmental Trust Party for any claim against the Debtors, for making payments in accordance with this Consent Decree and Settlement Agreement, the Vernon Environmental Trust Agreement, or any order of any court, or for implementing the provisions of this Consent Decree and Settlement Agreement, the Vernon Environmental Trust Agreement, or any order of any court. Nothing in this Paragraph, the Consent Decree and Settlement Agreement, or the Vernon Environmental Trust Agreement shall preclude EPA from enforcing the terms of this Consent Decree and Settlement Agreement against the Vernon Environmental Trust Parties.

88. To the maximum extent permitted by law, and except as may otherwise be provided herein: (a) the Vernon Environmental Trust Parties may rely conclusively on, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties; (b) the Vernon Environmental Trust Parties may, on behalf of the Vernon Environmental Response Trust or on their own behalf in their capacity as Vernon Environmental Trust Parties, consult with legal counsel, financial or accounting advisors and other professionals and shall not be personally liable for any action taken or not taken in accordance with the advice thereof; and (c) persons or entities dealing with the Vernon Environmental Trust Parties shall look only to the Vernon Environmental Trust Assets that may be available to them consistent with this Consent Decree and Settlement Agreement or the Vernon Environmental Trust Agreement

to satisfy any liability incurred by the Vernon Environmental Trust Parties to such person in carrying out the terms of this Consent Decree and Settlement Agreement, the Vernon Environmental Trust Agreement, or any order of the Bankruptcy Court, and the Vernon Environmental Trust Parties shall have no personal obligations to satisfy any such liability other than as provided in Paragraph 86.

89. The Debtors shall use commercially reasonable efforts, in consultation with the Vernon Environmental Trustee, to locate and provide or otherwise make available to the Vernon Environmental Trustee, within ten (10) business days after the Effective Date, all Vernon Real Property Information and Vernon Environmental Information in the care, custody or control of the Debtors, their professionals, consultants and/or contractors. The Vernon Environmental Response Trust shall become the owner of all such Vernon Real Property Information and Vernon Environmental Information upon receipt. The Vernon Environmental Trustee's receipt of such documents, information or communications shall not constitute a waiver of any privilege or work product protection. The Debtors make no warranty as to the completeness or accuracy of the Vernon Environmental Information or Vernon Real Property Information provided pursuant to this Paragraph.

90. The States and State Environmental Agencies are not parties to and take no position on the provisions of this Section XII.

XIII. NOTICES AND SUBMISSIONS

91. Whenever, under the terms of this Consent Decree and Settlement Agreement, written notice is required to be given, or a report or other document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified in Appendix I (which is subject to change prior to the Effective Date with the agreement of the Parties) via U.S. certified mail, return receipt requested, and at the electronic mail addresses specified below, unless those individuals or their successors give notice of a change of address to the other Parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Except as otherwise provided in this Consent

Decree and Settlement Agreement, written notice as specified herein shall constitute complete satisfaction of any written notice requirement in the Consent Decree and Settlement Agreement with respect to the Parties.

XIV. JUDICIAL APPROVAL AND OPPORTUNITY FOR PUBLIC COMMENT

92. This Consent Decree and Settlement Agreement shall be subject to approval by the Bankruptcy Court as part of the Debtors' proposed Plan.

93. This Consent Decree and Settlement Agreement shall, after execution, be lodged with the Bankruptcy Court and shall thereafter be subject to a period of public comment following publication of notice of the Consent Decree and Settlement Agreement in the Federal Register, which will require that all public comments be received by ENRD no later than October 6, 2020. The United States reserves the right to withdraw or withhold its consent to the Consent Decree and Settlement Agreement if the comments regarding the Consent Decree and Settlement Agreement disclose facts or considerations which indicate that the Consent Decree and Settlement Agreement is not in the public interest.

94. After the conclusion of the public comment period, the United States will file with the Bankruptcy Court any comments received, as well as the United States' responses to the comments and either an appropriate notice requesting entry of an order approving the Consent Decree and Settlement Agreement under Environmental Law or notice that it is withdrawing its consent. The United States and the Environmental Agencies reserve the right to withdraw from this Consent Decree and Settlement Agreement on or before the Effective Date if Debtors, Consenting Creditors, the Europe/ROW Purchaser and/or the Transferred Entities enter into any settlement or other agreement with the State of California and/or CADTSC in which the State of California and/or CADTSC grants a covenant not to sue or release that is narrower in scope than that provided by the Environmental Agencies in Paragraph 45.b.i hereof, unless the scope of the covenant not to sue provided by the Environmental Agencies in Paragraph 45.b.i is modified to match the scope of the covenant not to sue or release granted by California and/or CADTSC.

95. If for any reason (i) the Consent Decree and Settlement Agreement is withdrawn by the United States as provided in Paragraph 94; (ii) the Consent Decree and Settlement Agreement is not approved by the Bankruptcy Court; (iii) the Environmental Trust Agreement is not approved; (iv) the Bankruptcy Cases are dismissed or converted to cases under Chapter 7 of the Bankruptcy Code prior to the Effective Date; (v) the Plan is not confirmed by the Bankruptcy Court; or (vi) the Effective Date fails to occur on or before December 31, 2020, unless the Parties prior to that date agree to extend such date: (a) this Consent Decree and Settlement Agreement shall be null and void and the Parties, including for the avoidance of doubt the Environmental Trustee and the Vernon Environmental Trustee, shall not be bound hereunder or under any documents executed in connection herewith; (b) the Parties, including for the avoidance of doubt the Environmental Trustee and the Vernon Environmental Trustee, shall have no liability to one another arising out of or in connection with this Consent Decree and Settlement Agreement or under any documents executed in connection herewith; and (c) this Consent Decree and Settlement Agreement and any documents prepared in connection herewith shall have no residual or probative effect or value.

96. The Environmental Agencies shall not oppose any term or provision of the Plan that is addressed by and consistent with this Consent Decree and Settlement Agreement. ENRD and EPA further agree that the CADTSC Release is appropriate and should be approved in light of the unique circumstances of this case and the Mediators' Final Certificate of Completion (Dk. No. 622), as further clarified by the Mediators' Clarification to the Mediator's Final Certificate of Completion (Dk. No. 623), and in order to avoid abandonment of the Vernon, CA NPP. ENRD and EPA will not oppose the abandonment of the Vernon, CA NPP if the Vernon Conditions Precedent are not met, *provided that* the abandonment order contains 1) appropriate access provisions for the performance of Vernon Environmental Actions at the Vernon, CA NPP, and 2) a first-position lien in favor of CADTSC on the Vernon, CA NPP. The Parties reserve all other rights and defenses they may have with respect to the Plan.

XV. EFFECTIVE DATE

97. The effective date of this Consent Decree and Settlement Agreement shall be the same as the Effective Date. For the avoidance of doubt, this Consent Decree and Settlement Agreement may not take effect without entry of an order approving this Consent Decree and Settlement Agreement under Environmental Law.

XVI. AMENDMENTS/INTEGRATION AND COUNTERPARTS

98. This Consent Decree and Settlement Agreement and any other documents to be executed in connection herewith or referred to herein shall constitute the sole and complete agreement of the Parties hereto with respect to the matters addressed herein. This Consent Decree and Settlement Agreement may not be amended except by a writing signed by all Parties and approved by the Bankruptcy Court. The following appendices are attached to and incorporated into this Consent Decree:

- a. Appendix A (Included NPPs)
- b. Appendix B (Environmental Response Trust Agreement)
- c. Appendix C (Non-Performing Properties)
- d. Appendix D (List of Transferred Entities)
- e. Appendix E (Legal Descriptions of Included NPPs)
- f. Appendix F (Ongoing Environmental Actions List)
- g. Appendix G (Specific Equipment List for Included NPPs)
- h. Appendix H (List and Penal Sums of NPP Bonds and Vernon Bond)
- i. Appendix I (Contact Information for Notice)
- j. Appendix J (List of Specified Affiliates)
- k. Appendix K (Vernon Environmental Trust Agreement)
- l. Appendix L (Legal Description of Vernon, CA NPP)
- m. Appendix M (Specific Equipment List for Vernon, CA NPP)

99. Each undersigned representative of a Party certifies that he or she is fully authorized to execute this Consent Decree and Settlement Agreement on behalf of such Party and Environmental Trustee and bind it legally to the terms and provisions herein.

100. This Consent Decree and Settlement Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement.

XVII. RETENTION OF JURISDICTION

101. The Bankruptcy Court (or, upon withdrawal of the Bankruptcy Court's reference, the United States District Court for the District of Delaware) shall retain jurisdiction over the subject matter of this Consent Decree and Settlement Agreement, the Parties, the Environmental Trustee, and the Vernon Environmental Trustee, for the duration of the performance of the terms and provisions of this Consent Decree and Settlement Agreement, the Environmental Trust Agreement, and the Vernon Environmental Trust Agreement (if any) for the purpose of enabling any of the Parties and Environmental Trustee to apply to the Bankruptcy Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or interpretation of this Consent Decree and Settlement Agreement, the Environmental Trust Agreement, and the Vernon Environmental Trust Agreement (if any) or to effectuate or enforce compliance with their terms.

THE UNDERSIGNED PARTIES ENTER INTO THIS CONSENT DECREE AND SETTLEMENT AGREEMENT:

FOR THE UNITED STATES OF AMERICA:

ERIC A. GRANT
Deputy Assistant Attorney General
Environment and Natural Resources Division

Date: September 22, 2020

By: /s/Alan S. Tenenbaum
Alan S. Tenenbaum, National Bankruptcy Coordinator
Eric D. Albert, Senior Attorney
James D. Freeman, Senior Attorney
Matthew C. Indrisano, Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044

FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY:

Date: _____

SUSAN
BODINE

Digitally signed by SUSAN
BODINE
Date: 2020.09.21 17:14:09
-04'00'

Susan Parker Bodine
Assistant Administrator
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Jonathan Alden

JONATHAN H. ALDEN

Senior Assistant General Counsel

Fla. Bar No.: 366692

3900 Commonwealth Blvd., MS #35

Tallahassee, FL 32399-3000

Telephone: (850) 245-2238


Facsimile: (850) 245-2298

Primary Email: jonathan.alden@floridadep.gov

Secondary Email: Anne.Willis@dep.state.fl.us

**FOR THE GEORGIA ENVIRONMENTAL PROTECTION
DIVISION OF THE DEPARTMENT OF NATURAL RESOURCES**

Dated: 09/21/2020

By: 
Richard E. Dunn
Director
Georgia Environmental Protection Division
of the Department of Natural Resources

Dated: _____

By: _____
Whitney Groff
Assistant Attorney General
40 Capitol Square, S.W.
Atlanta, Georgia 30334-1300

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

**FOR THE GEORGIA ENVIRONMENTAL PROTECTION
DIVISION OF THE DEPARTMENT OF NATURAL RESOURCES**

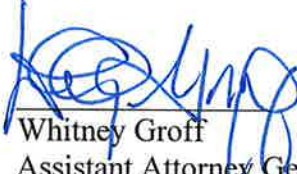
Dated: _____

By: _____

Richard E. Dunn
Director
Georgia Environmental Protection Division
of the Department of Natural Resources

Dated: 9/21/2020

By: _____


Whitney Groff
Assistant Attorney General
40 Capitol Square, S.W.
Atlanta, Georgia 30334-1300

FOR THE STATE OF INDIANA ON BEHALF OF THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT:

Date: 9/21/2020

Bruno Pigott

BRUNO L. PIGOTT
Commissioner
Indiana Department of Environmental Management
100 North Senate Avenue
Indianapolis, IN 46204

As to form and legality:

CURTIS T. HILL, JR.
Indiana Attorney General

Date: _____

PATRICIA ORLOFF ERDMANN
Chief Counsel of Litigation
Office of the Indiana Attorney General
Indiana Government Center South
5th Floor
302 West Washington Street
Indianapolis, IN 46204

FOR THE STATE OF INDIANA ON BEHALF OF THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT:

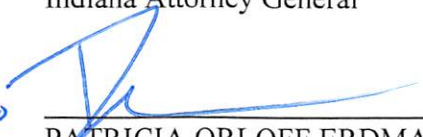
Date: _____

BRUNO L. PIGOTT
Commissioner
Indiana Department of Environmental Management
100 North Senate Avenue
Indianapolis, IN 46204

As to form and legality:

CURTIS T. HILL, JR.
Indiana Attorney General

Date: September 21, 2020



PATRICIA ORLOFF ERDMANN
Chief Counsel of Litigation
Office of the Indiana Attorney General
Indiana Government Center South
5th Floor
302 West Washington Street
Indianapolis, IN 46204

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

By: KWAME RAOUL, Attorney General of Illinois

MATTHEW J. DUNN, Chief
Environmental Enforcement/
Asbestos Litigation Division

Dated: 9/22/20

By: 

ELIZABETH WALLACE, Chief
Assistant Attorney General
Environmental Bureau
Illinois Attorney General's Office
69 W. Washington Street, 18th Floor
Chicago, IL 60610
312.814.5396
EWallace@atg.state.il.us

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

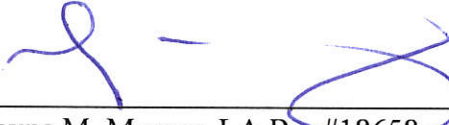
FOR THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY:

Date: September 22, 2020



Chuck Carr Brown, Ph.D., Secretary
Louisiana Department of Environmental Quality

And,



Date: September 22, 2020

Dwayne M. Murray, LA Bar #18658
Bankruptcy Counsel to LDEQ
Murray & Murray, LLC
4970 Bluebonnet Blvd, Suite B
Baton Rouge, LA 70809
225-925-1110
225-925-1116
dmm@murraylaw.net

And,



Date: September 22, 2020

Oscar Magee, Attorney, La. Bar # 32302
Dwana C. King, Deputy General Counsel, La. Bar #20590
Legal Affairs Division
Louisiana Department of Environmental Quality
P.O. Box 4302
Baton Rouge, Louisiana 70821-4302
Phone: 225.219.3985
Fax: 225.219.4068
dwana.king@la.gov
oscar.magee@la.gov

Attorneys for Louisiana Department of Environmental Quality

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

FOR THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY:

Dated: 9/21/2020



BY: CHRISTOPHER G. WELLS
Interim Executive Director
Mississippi Department of
Environmental Quality
P. O. Box 2261
Jackson, MS 39225

*No. 20-11157 (jointly administered)).
Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case
Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing*

FOR THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION:

9/21/2020

Dated: _____



Krishnan Ramamurthy
Deputy Secretary
Department of Environmental Protection
Office of Waste, Air, Radiation and Remediation
400 Market Street
Harrisburg, PA 17101
717-772-2725
kramamurth@pa.gov


Joseph S. Cigan, III
General Law Division Director
Vera N. Kanova
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verkanova@pa.gov

Robyn Katzman Bowman
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Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).


**FOR THE SOUTH CAROLINA DEPARTMENT OF
HEALTH AND ENVIRONMENTAL CONTROL:**

Dated: 9/22/2020



MYRA C. REECE, Director of Environmental Affairs
South Carolina Department of Health and Environmental Control
2600 Bull Street
Columbia, South Carolina 29201

Dated: 9-22-2020



SARA V. MARTINEZ, Chief Counsel for EQC
D. CLAY ROBINSON, Assistant General Counsel
JACQUELYN S. DICKMAN, Acting General Counsel
South Carolina Department of Health and Environmental Control
2600 Bull Street
Columbia, South Carolina 29201

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

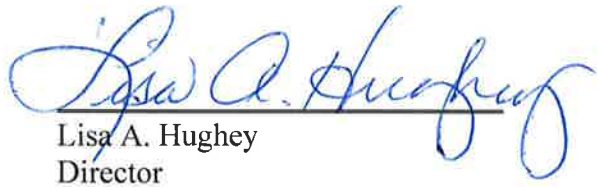
FOR THE TENNESSEE DEPARTMENT OF ENVIRONMENT & CONSERVATION:

Tennessee Attorney General
Herbert H. Slatery III

Dated: September 1, 2020

/s/ Laura L. McCloud
LAURA L. MCCLOUD (TN BPR 16206)
Senior Assistant Attorney General
P.O. Box 20207
Nashville, TN 37202
(615) 532-8933
Lauralea.mccloud@ag.tn.gov

Dated: September 22, 2020



Lisa A. Hughey
Director
Division of Solid Waste Management
Tennessee Department of Environment &
Conservation
312 Rosa L. Parks Ave., 14th floor
William R. Snodgrass, Tennessee Tower
Nashville, TN 37243
Lisa.Hughey@tn.gov

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General

RYAN L. BANGERT
Deputy First Assistant Attorney General

DARREN L. MCCARTY
Deputy Attorney General for Civil Litigation

RACHEL R. OBALDO
Assistant Attorney General
Chief, Bankruptcy & Collections Division



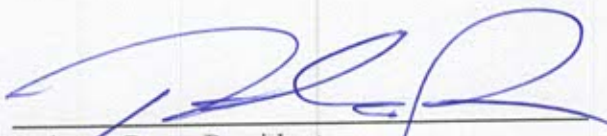
JASON B. BINFORD
Assistant Attorney General
Texas State Bar No. 24045499
ABIGAIL R. RYAN
Texas State Bar No. 24035956
Assistant Attorney General
Bankruptcy & Collections Division
P. O. Box 12548
Austin, Texas 78711-2548
P: (512) 463-2173/F: (512) 936-1409
jason.binford@oag.texas.gov
abigail.ryan@oag.texas.gov

ATTORNEYS FOR THE TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

FOR THE ENVIRONMENTAL TRUSTEE:

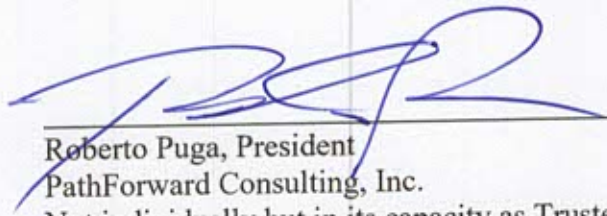
Dated: 9/22/20


Roberto Puga, President
PathForward Consulting, Inc.
Not individually but in its capacity as Trustee
Of the Exide Environmental Response Trust
One World Trade Center, 8th Floor
Long Beach, CA 90831

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

FOR THE VERNON ENVIRONMENTAL TRUSTEE:

Dated: 9/22/20



Roberto Puga, President
PathForward Consulting, Inc.
Not individually but in its capacity as Trustee
Of the Exide Vernon Environmental Response Trust
One World Trade Center, 8th Floor
Long Beach, CA 90831

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

FOR WESTCHESTER:

WESTCHESTER FIRE INSURANCE COMPANY

Dated: 9/22/2020

A handwritten signature in dark ink, appearing to read 'D. Wills', is written over a horizontal line.

Douglas J. Wills
Vice President and Surety Claims Manager, Surety Claims
436 Walnut Street, WA10A
Philadelphia, PA 19106

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

FOR THE DEBTORS:

**EXIDE HOLDINGS, INC.
EXIDE TECHNOLOGIES, LLC
EXIDE DELAWARE LLC
DIXIE METALS COMPANY
REFINED METALS CORPORATION**



Name: Roy Messing
Title: Chief Restructuring Officer

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

FOR THE TRANSFERRED ENTITIES:

Exide International Holdings LP

By: Exide International Holdings GP LLC, its general partner

By: Exide Holdings, Inc., its sole member and sole manager



Name: Roy Messing

Title: CRO

Exide International Holdings GP LLC

By: Exide Holdings, Inc., as its sole member and sole manager



Name: Roy Messing

Title: CRO

EH International, LLC

By: Exide International Holdings LP, its sole member and sole manager

By: Exide International Holdings GP LLC, its general partner

By: Exide Holdings, Inc., its sole member and sole manager



Name: Roy Messing

Title: CRO

HAGEN Batterie AG

Name: Stefan Stübing
Title: Director

Name: Benoit Flammang
Title: Director



GNB Technologies (China) Limited

Name: Stefan Stübing
Title: Director

Name:
Title:

GNB Technologies (India) Private Limited

Name: Yvonne Russo
Title: Director

Name: Stefan Stübing
Title: Director

Tudor India Private Limited

Name: Yvonne Russo
Title: Director

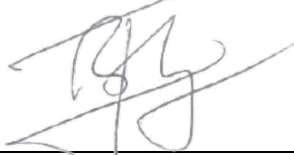
Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

HAGEN Batterie AG



Name: Stefan Stübing

Title: Director



Name: Benoit Flammang

Title: Director

GNB Technologies (China) Limited



Name: Stefan Stübing

Title: Director

Name:

Title:

GNB Technologies (India) Private Limited



Name: Yvonne Russo

Title: Director



Name: Stefan Stübing

Title: Director

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

Tudor India Private Limited



Name: Yvonne Russo
Title: Director



Name: Stefan Stübing
Title: Director

Exide Technologies S.r.l.



Name: Benoît Flammang
Title: Director

Name: Federico Montessori
Title: Chairman of the Board

Coöperatie Exide Europe U.A.



Name: Danny Lam
Title:

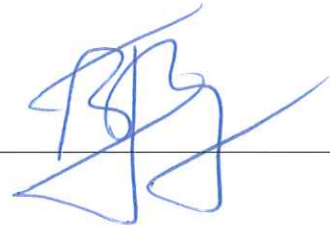
Name:
Title:

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

Name: Stefan Stübing
Title: Director

Exide Technologies S.r.l.

Name: Benoit Flammang
Title: Director



Name: Federico Montessori
Title: Chairman of the Board

Coöperatie Exide Europe U.A.

Name: Danny Lam
Title:

Name:
Title:

Exide Global Holding Netherlands C.V.

Name: Stefan Stübing
Title: Officer

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

FOR THE TRANSFERRED ENTITIES:

Exide International Holdings LP

Name:

Title:

Name:

Title:

Exide International Holdings GP LLC

Name:

Title:

Name:

Title:

Exide Holding Europe S.A.S.



Name: Yvonne Russo

Title: Managing Director

Name:

Title:

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

Exide Technologies (Shanghai) Company Limited



Name: Stefan Stübing
Title: Director

Name: Gordon Xie
Title: Director

Exide Australia Pty Limited



Name: Stefan Stübing
Title: Director

Name: Grant Bolitho
Title: Managing Director

Exide Technologies GmbH



Name: Stefan Stübing
Title: Managing Director



Name: Michael Geiger
Title: Managing Director

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

Exide Technologies BV Belgium



Name: Danny Lam
Title: Managing Director

Name:
Title:

Exide Technologies A/S



Name: Michael Geiger
Title: Director

Name:
Title:

Exide Technologies Oy



Name: Yvonne Russo
Title: Director

Name:
Title:

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

Exide Technologies S.A.S.



Name: Stefan Stübing

Title: President

Name:

Title:

Exide Technologies GmbH (includes a Switzerland branch)



Name: Stefan Stübing

Title: Managing Director



Name: Michael Geiger

Title: Managing Director

Exide Technologies Operations GmbH & Co. KG



Name: Stefan Stübing

Title: Managing Director



Name: Michael Geiger

Title: Managing Director

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

Exide Global Holding Netherlands C.V.



Name: Stefan Stübing

Title: Officer

Name:

Title:

Exide Holding Netherlands B.V.



Name: Danny Lam

Title: Board Member

Name:

Title:

Exide Technologies B.V.



Name: Danny Lam

Title: Managing Director

Name:

Title:

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

Exide Technologies Limited

Name: Grant Bolitho
Title: Director



Name: Stefan Stübing
Title: Director

Exide Technologies AS



Name: Stefan Stübing
Title: Director

Name:
Title:

Exide Technologies S.A.



Name: Yvonne Russo
Title: Director



Name: Michael Geiger
Title: Director

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

Exide Technologies SSC sp. z o.o.



Name: Yvonne Russo
Title: Director



Name: Stefan Stübing
Title: Director

Exide Technologies, Lda.



Name: Stefan Stübing
Title: Director

Name: Siro Bazan
Title: Director

Exide Technologies Recycling II, Lda.



Name: Stefan Stübing
Title: Director

Name: Siro Bazan
Title: Director

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

G.V.B. – Gestão e Valorização de Baterias, Lda.

Name:

Title:

Name:

Title:

Exide Technologies LLC



Name: Stefan Stübing

Title: Director



Name: Michael Geiger

Title: Director

Exide Singapore Pte Limited

Name: Gordon Xie

Title:

Name:

Title:

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

Exide Holding Asia Pte Limited

Name: Gordon Xie
Title: Director

Name:
Title:

Exide Technologies Recycling S.L.U.



Name: Stefan Stübing
Title: Director

Name: Siro Bazan
Title: Director

Exide Technologies S.L.U.



Name: Stefan Stübing
Title: Director



Name: Yvonne Russo
Title: Director

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

Exide Transportation Holding Europe S.L.U.



Name: Yvonne Russo
Title: Director

Name: Siro Bazan
Title: Director

Exide Technologies AB



Name: Stefan Stübing
Title: Director



Name: Yvonne Russo
Title: Director

GNB Batteries Trading MEA LLC



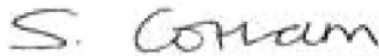
Name: Stefan Stübing
Title: Director



Name: Michael Geiger
Title: Director

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

CMP Batteries Pension Limited



Name: Sharon Cottam
Title: Director

Name: Jason Lavin
Title: Director

Euro Exide Corporation Limited

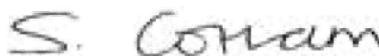


Name: Stefan Stübing
Title: Director

Name: Jason Lavin
Title: Director

Exide Technologies (Transportation) Limited

Name: Jason Lavin
Title: Director



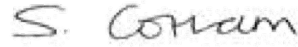
Name: Sharon Cottam
Title: Director

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

GNB Industrial Power (UK) Limited



Name: Yvonne Russo
Title: Director



Name: Sharon Cottam
Title: Director

EH International, LLC

Name:
Title:

Name:
Title:

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

Exide Technologies, Lda.

Name: Stefan Stübing
Title: Director

Name: Siro Bazan
Title: Director

Exide Technologies Recycling II, Lda.

Name: Stefan Stübing
Title: Director

Name: Siro Bazan
Title: Director

G.V.B. – Gestão e Valorização de Baterias, Lda.

Name: Pedro Fernandes
Title: Director

Name: José Teixeira
Title: Director

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

Exide Technologies, Lda.

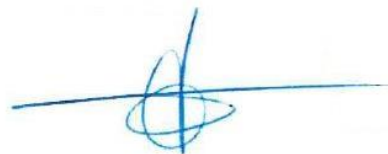
Name: Stefan Stübing
Title: Director



Name: Siro Bazan
Title: Director

Exide Technologies Recycling II, Lda.

Name: Stefan Stübing
Title: Director



Name: Siro Bazan
Title: Director

G.V.B. – Gestão e Valorização de Baterias, Lda.

Name:
Title:

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

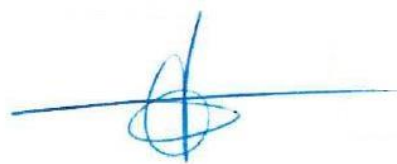
Name:

Title:

Exide Technologies Recycling S.L.U.

Name: Stefan Stübing

Title: Director



Name: Siro Bazan

Title: Director

Exide Technologies S.L.U.

Name: Stefan Stübing

Title: Director

Name: Yvonne Russo

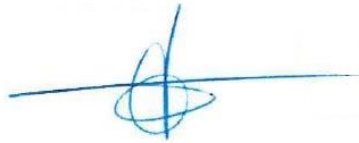
Title: Director

Exide Transportation Holding Europe S.L.U.

Name: Yvonne Russo

Title: Director

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).



Name: Siro Bazan
Title: Director

Exide Technologies AB

Name: Stefan Stübing
Title: Director

Name: Yvonne Russo
Title: Director

GNB Batteries Trading MEA LLC

Name: Stefan Stübing
Title: Director

Name: Michael Geiger
Title: Director

CMP Batteries Pension Limited

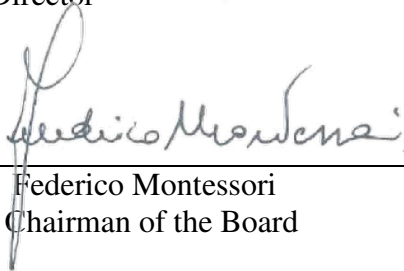
Name: Sharon Cottam
Title: Director

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

Name: Stefan Stübing
Title: Director

Exide Technologies S.r.l.

Name: Benoit Flammang
Title: Director



Name: Federico Montessori
Title: Chairman of the Board

Coöperatie Exide Europe U.A.

Name: Danny Lam
Title:

Name:
Title:

Exide Global Holding Netherlands C.V.

Name: Stefan Stübing
Title: Officer

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

Name: Stefan Stübing
Title: Director

Name: Yvonne Russo
Title: Director

GNB Batteries Trading MEA LLC

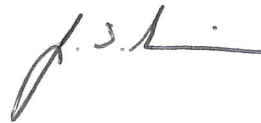
Name: Stefan Stübing
Title: Director

Name: Michael Geiger
Title: Director

CMP Batteries Pension Limited



Name: Sharon Cottam
Title: Director

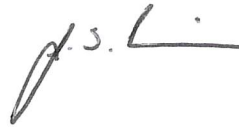


Name: Jason Lavin
Title: Director

Euro Exide Corporation Limited

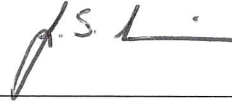
Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

Name: Stefan Stübing
Title: Director

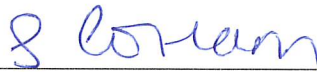


Name: Jason Lavin
Title: Director

Exide Technologies (Transportation) Limited



Name: Jason Lavin
Title: Director



Name: Sharon Cottam
Title: Director

GNB Industrial Power (UK) Limited

Name: Yvonne Russo
Title: Director

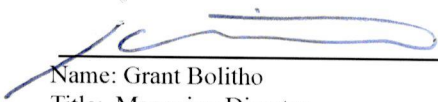


Name: Sharon Cottam
Title: Director

EH International, LLC

Name:
Title:

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).



Name: Grant Bolitho
Title: Managing Director

Exide Technologies GmbH

Name: Stefan Stübing
Title: Managing Director

Name: Michael Geiger
Title: Managing Director

Exide Technologies BV Belgium

Name: Danny Lam
Title: Managing Director

Name:
Title:

Exide Technologies A/S

Name: Michael Geiger
Title: Director

Name:
Title:

Exide Technologies Oy

Name: Yvonne Russo
Title: Director

Name:
Title:

Exide Holding Netherlands B.V.

Name: Danny Lam
Title: Board Member

Name:
Title:

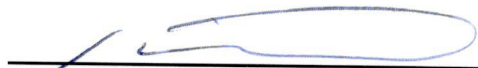
Exide Technologies B.V.

Name: Danny Lam
Title: Managing Director

Name:
Title:

Exide Technologies Limited

Name: Stefan Stübing
Title: Director



Name: GRANT BOLITHO
Title: DIRECTOR

Exide Technologies AS

Name: Stefan Stübing
Title: Director

Name:
Title:

Exide Technologies S.A.

Name: Yvonne Russo
Title: Director

Exide Technologies (Shanghai) Company Limited

Name: Stefan Stübing
Title: Director



Name: Gordon Xie
Title: Director

Exide Australia Pty Limited

Name: Stefan Stübing
Title: Director

Name: Grant Bolitho
Title: Managing Director

Exide Technologies GmbH

Name: Stefan Stübing
Title: Managing Director

Name: Michael Geiger
Title: Managing Director

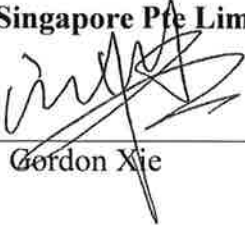
Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

Exide Technologies LLC

Name: Stefan Stübing
Title: Director

Name: Michael Geiger
Title: Director

Exide Singapore Pte Limited



Name: Gordon Xie
Title:

Name:
Title:

Exide Holding Asia Pte Limited



Name: Gordon Xie
Title: Director

Name:
Title:

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

FOR THE EUROPE/ROW PURCHASER



Date: September 22, 2020

ANDREW AXELROD
EIH Europe Acquisition LLC
1330 Avenue of the Americas, 30th Floor
New York, NY 10019

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

CONSENTING CREDITOR

Date: September 22, 2020



PAUL A. EMERSON

Assistant Secretary

AllianceBernstein L.P., as a Consenting
Creditor under the RSA

1345 Avenue of the Americas

New York, NY 10105

CONSENTING CREDITOR



Date: September 22, 2020

Name: Andrew Axelrod

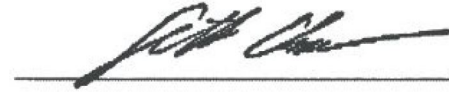
Title: Managing Partner

Axar Capital Management, L.P., as a
Consenting Creditor under the RSA
1330 Avenue of the Americas, 30th Floor
New York, NY 10019

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

CONSENTING CREDITOR

Date: September 22, 2020

A handwritten signature in black ink, appearing to read "Seth Charnow", is written over a horizontal line.

SETH CHARNOW

D.E Shaw Galvanic Portfolios, L.L.C.,
as a Consenting Creditor under the RSA
1166 Avenue of the Americas
New York, NY 10036

CONSENTING CREDITOR

Date: September 22, 2020

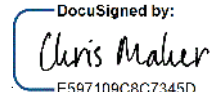


HOUDIN HONARVAR
General Counsel/Chief Compliance Officer
DW Partners, LP, as a Consenting
Creditor under the RSA
590 Madison Avenue, 13th Floor
New York, NY 10022

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

CONSENTING CREDITOR

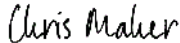
Date: September 22, 2020

DocuSigned by:

E597109C8C7345D...
Name: Christopher Maher
Title: Authorized Signatory
**Fidelity Summer Street Trust: Fidelity
Capital & Income Fund**, as a
Consenting Creditor under the RSA
200 Seaport Blvd, V13H
Boston, MA 02210

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

CONSENTING CREDITOR

Date: September 22, 2020


DocuSigned by:

E597109C8C7345D...

Name: Christopher Maher
Title: Authorized Signatory
**VARIABLE INSURANCE
PRODUCTS FUND V: Strategic
Income Portfolio**, as a Consenting
Creditor under the RSA
200 Seaport Blvd, V13H
Boston, MA 02210

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

CONSENTING CREDITOR

Date: September 22, 2020

DocuSigned by:

E597109C8C7345D...
Name: Christopher Maher
Title: Authorized Signatory
FIDELITY ADVISOR SERIES II:
Fidelity Advisor Strategic Income
Fund, as a Consenting Creditor under the
RSA
200 Seaport Blvd, V13H
Boston, MA 02210

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

CONSENTING CREDITOR

Date: September 22, 2020



Name: Kevin M. Robinson

Title: Attorney-in-Fact

**Guggenheim Strategic Opportunities
Fund**, as a Consenting Creditor under the
RSA

**By: Guggenheim Partners Investment
Management, LLC**, as Investment
Manager
330 Madison Avenue, 11th Floor
New York, NY 10017

*Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing
Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No.
20-11157 (jointly administered)).*

CONSENTING CREDITOR

Date: September 22, 2020



Name: Kevin M. Robinson

Title: Attorney-in-Fact

Maverick Enterprises, Inc., as a
Consenting Creditor under the RSA

**By: Guggenheim Partners Investment
Management, LLC**, as Investment
Manager
330 Madison Avenue, 11th Floor
New York, NY 10017

*Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing
Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No.
20-11157 (jointly administered)).*

CONSENTING CREDITOR

Date: September 22, 2020



Name: Kevin M. Robinson

Title: Attorney-in-Fact


NZC Guggenheim Fund Limited, as a
Consenting Creditor under the RSA

**By: Guggenheim Partners Investment
Management, LLC**, as Manager
330 Madison Avenue, 11th Floor
New York, NY 10017

*Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing
Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No.
20-11157 (jointly administered)).*

CONSENTING CREDITOR

Date: September 22, 2020



Name: Kevin M. Robinson
Title: Attorney-in-Fact


**NZC Guggenheim Master Fund
Limited**, as a Consenting Creditor under
the RSA

**By: Guggenheim Partners Investment
Management, LLC**, as Manager
330 Madison Avenue, 11th Floor
New York, NY 10017

*Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing
Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No.
20-11157 (jointly administered)).*

CONSENTING CREDITOR

Date: September 22, 2020



Name: Kevin M. Robinson
Title: Attorney-in-Fact

NZC Guggenheim Fund LLC, as a
Consenting Creditor under the RSA


**By: Guggenheim Partners Investment
Management, LLC**, as Manager
330 Madison Avenue, 11th Floor
New York, NY 10017

*Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing
Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No.
20-11157 (jointly administered)).*

CONSENTING CREDITOR

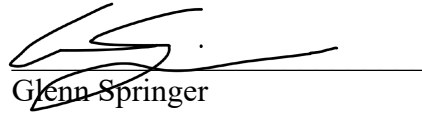
Date: September 22, 2020

MACKAY SHIELDS LLC, solely in its capacity as investment manager on behalf of certain of its clients and funds that are Consenting Creditors through their retention of the High Yield team of MacKay Shields LLC

By: 
Name: Andrew Susser
Title: Executive Managing Director

CONSENTING CREDITOR

Date: September 22, 2020

A handwritten signature in black ink, appearing to read "Glenn Springer", is written over a horizontal line.

Glenn Springer

Chief Financial Officer

Mudrick Capital Management, L.P., as

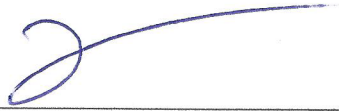
a Consenting Creditor under the RSA

527 Madison Avenue, 6th Floor

New York, NY 10022

CONSENTING CREDITOR

Date: September 22, 2020



Ravi Soni

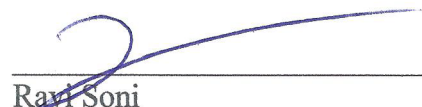
SVP

NB Distressed Debt Master Fund LP,
as a Consenting Creditor under the RSA
By: Neuberger Berman Investment
Advisers LLC, its investment manager
190 South LaSalle St, Suite 2400
Chicago, IL 60603

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

CONSENTING CREDITOR

Date: September 22, 2020



Ravi Soni
SVP

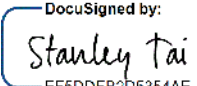
**NB Distressed Debt Investment Fund
Limited**, as a Consenting Creditor under
the RSA

**By: Neuberger Berman Investment
Advisers LLC, its investment manager**
190 South LaSalle St, Suite 2400
Chicago, IL 60603

*Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing
Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No.
20-11157 (jointly administered)).*

CONSENTING CREDITOR

Date: September 22, 2020

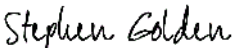
DocuSigned by:

EF5DDEB2D5354AE...

Ka Luk Stanley Tai
Vice President
New York Life Insurance Company, as
a Consenting Creditor under the RSA
51 Madison Avenue, 11th Floor
New York, NY 10010

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

CONSENTING CREDITOR

Date: September 22, 2020

DocuSigned by:

4A44FE8394B54A9...

Stephen Golden
Managing Member
Riva Ridge Capital Management LP,
as a Consenting Creditor under the RSA
55 5th Avenue, 18th Floor
New York, NY 10003

Signature Page for Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (In re: Exide Holdings, et al., U.S. Bankruptcy Court for the District of Delaware, Case No. 20-11157 (jointly administered)).

CONSENTING CREDITOR

Stonehill Capital Management LLC, as
investment adviser to and on behalf of its
managed funds, Stonehill Master Fund
Ltd. and Stonehill Institutional Partners,
L.P.

Date: September 22, 2020

Paul Malek
Paul Malek
General Counsel, Authorized Signatory
Stonehill Capital Management LLC, as
a Consenting Creditor under the RSA
320 Park Avenue, 26th Floor
New York, NY 10022