

**APPENDIX A
INCLUDED NPPS**

1. Tampa, FL Included NPP
3507 S. 50th Street
Tampa, Florida 33619
2. Columbus, GA Included NPP
3639 Joy Road
Columbus, Georgia 31906
3. Kankakee, IL Included NPP
2475 West Station Street
Kankakee, Illinois 60901
4. Logansport, IN Included NPP
303 Water Street
Logansport, Indiana 46947
Parcel No 09-17-56-100-001.000-010
5. Frankfort, IN Included NPP
555 Hoke Avenue
Frankfort, Indiana 46041
6. Baton Rouge, LA Included NPP
2400 Brooklawn Drive
Baton Rouge, Louisiana 70807
7. Heflin, LA Included NPP
6952 SR-531
Heflin, Louisiana 71039
8. Florence Former Smelter and Vacant Land, MS Included NPP

407 Briarhill Road
Florence, Mississippi 39073

and

Olivia Slimon Drive
Florence, Mississippi 39073
9. Florence Former Battery Plant, MS Included NPP
250 Ellis Street
Florence, Mississippi 39073
10. Hamburg, PA Included NPP

280 Grand Street
Hamburg, Pennsylvania 19526

11. Oley, PA Included NPP
Bull Road
Oley, Pennsylvania 19560

12. Reading Battery and Reading Residential, PA Included NPP

3000 Montrose Avenue and 200 Spring Valley Rd.
Reading, Pennsylvania 19605
(Tax Parcel ID Nos.: 66-5318-09-26-1883, 66-5318-05-17-4974, 57-5318-05-17-8744
(Laureldale), and 66-5318-09-16-2064).

And

145-147 Spring Valley Rd
143 Spring Valley Rd
127 Spring Valley Rd
129 Spring Valley Rd
131 Spring Valley Rd
258 Spring Valley Rd
260 Spring Valley Rd
Vacant Land - Isabelle Ct & Josephine Drive
Reading, Pennsylvania 19605

13. Greer Battery and Greer Residential, SC Included NPP

109 Chick Springs Road
Greer, South Carolina 29650

and

100 Bowers Circle (TMS# T010040104700)
101 Bowers Circle (TMS# T010040104600)
107 Bowers Circle (TMS# T010040104500)
110 Bowers Circle (TMS# T010040104800)
111 Bowers Circle (TMS# T010040104400)
112 Bowers Circle (TMS# T010040104900)
101 Bent Creek Drive (TMS# T010040100100)
103 Bent Creek Drive (TMS# T010040105400)
105 Bent Creek Drive (TMS# T010040105300)
107 Bent Creek Drive (TMS# T010040105200)
203 Bent Creek Drive (TMS# T010040104200)
207 Bent Creek Drive (TMS# T010040104000)
208 Bent Creek Drive (TMS# T010040106200)

209 Bent Creek Drive (TMS# T010040103900)
210 Bent Creek Drive (TMS# T010040106300)
212 Bent Creek Drive (TMS# T010040106400)
106 Sylvan Drive (TMS# T010040103600)
108 Sylvan Drive (TMS# T010040103700)
110 Sylvan Drive (TMS# T010040103800)
Greer, South Carolina 29650

14. Bristol, TN Included NPP
364 Exide Drive
Bristol, Tennessee 30094

15. Memphis Smelter and Memphis Residential, TN Included NPP

257 W. Mallory Avenue
Memphis, Tennessee 38109

and

Surplus Lots (17)
Mallory and Castex Avenues
Memphis, Tennessee 38109

16. Dallas, TX Included NPP
3030 McGowan Street
Dallas, Texas 75203

APPENDIX B

EXIDE NPP ENVIRONMENTAL RESPONSE TRUST AGREEMENT

BY AND AMONG

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

AND

THE TRANSFERRED ENTITIES

AND

**PATHFORWARD CONSULTING, INC.,
not individually but solely in its representative capacity
as Environmental Trustee,**

AND

**THE UNITED STATES OF AMERICA, on behalf of the UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY**

and

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, GEORGIA
ENVIRONMENTAL PROTECTION DIVISION OF THE DEPARTMENT OF
NATURAL RESOURCES, ILLINOIS ENVIRONMENTAL PROTECTION AGENCY,
THE STATE OF INDIANA, on behalf of the INDIANA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT, LOUISIANA DEPARTMENT OF
ENVIRONMENTAL QUALITY, MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL
QUALITY, COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF
ENVIRONMENTAL PROTECTION, SOUTH CAROLINA DEPARTMENT OF
HEALTH & ENVIRONMENTAL CONTROL, TENNESSEE DEPARTMENT OF
ENVIRONMENT AND CONSERVATION, AND THE TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY**

and

**WESTCHESTER FIRE INSURANCE COMPANY
as Beneficiaries**

As of September, 2020

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EXIDE NPP ENVIRONMENTAL RESPONSE TRUST AGREEMENT

This Exide NPP Environmental Response Trust Agreement (this “**Agreement**”) is made this _____ day of _____, by and among **EXIDE HOLDINGS, INC., EXIDE TECHNOLOGIES, LLC, EXIDE DELAWARE LLC, DIXIE METALS COMPANY, AND REFINED METALS CORPORATION**, as the debtors in these Bankruptcy Cases (defined below) (collectively “Debtors”); the **TRANSFERRED ENTITIES** (defined below); **PATHFORWARD CONSULTING, INC.**, not individually but solely in its representative capacity as Environmental Trustee (defined below) of the Environmental Response Trust established hereby (defined below), **THE UNITED STATES OF AMERICA, on behalf of the UNITED STATES 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”), and **WESTCHESTER FIRE INSURANCE COMPANY (“Westchester,”** and collectively with the Environmental Agencies, the “Beneficiaries,” as further defined below).

RECITALS:

WHEREAS, 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**”);

WHEREAS, 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**” as defined in the Consent Decree and Settlement Agreement) 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;

WHEREAS, the Debtors, the Transferred Entities, the Europe/ROW Purchaser (defined below), the Consenting Creditors (defined below), the Environmental Trustee (defined below), the Environmental Agencies, and Westchester have entered into that certain Consent Decree and

Settlement Agreement Regarding the Non-Performing Properties (the “**Consent Decree and Settlement Agreement**”) filed with the Bankruptcy Court to which this Agreement is Appendix B;

WHEREAS, the Consent Decree and Settlement Agreement provides for the creation of the Environmental Response Trust (as defined below) created by this Agreement;

WHEREAS, the Consent Decree and Settlement Agreement provides for, among other things, the transfer of (a) certain Non-Performing Properties, certain other property, claims and causes of action, and funds from the Debtors’ estates (defined below and collectively as the “**Transferred Debtor Assets**”), (b) funds from the Transferred Entities at the direction of the Consenting Creditors (defined below as the “**Initial Funding**”), and (c) funds from Westchester (defined below as the “**NPP Bond Payments**”) to the Environmental Response Trust to be administered by the Environmental Trustee pursuant to this Agreement and the Consent Decree and Settlement Agreement;

WHEREAS, in accordance with the Consent Decree and Settlement Agreement, the Environmental Response Trust is established by this Agreement for the purpose of (a) owning the Environmental Trust Assets (defined below); (b) carrying out administrative and property management functions related to the Environmental Trust Assets; (c) conducting, managing and/or funding implementation of future Environmental Actions (defined below) approved by the Lead Agencies (defined below) with respect to the Environmental Trust Assets; (d) pursuing, as appropriate, Applicable Insurance (as defined in the Consent Decree and Settlement Agreement) claims and/or proceeds or other Environmental Trust Causes of Action (as defined in the Consent Decree and Settlement Agreement) and/or proceeds assigned to the Environmental Response Trust; (e) fulfilling other obligations as set forth in the Consent Decree and Settlement Agreement; and (f) ultimately selling, transferring, or otherwise disposing of, or facilitating 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 in the Consent Decree and Settlement Agreement and this Agreement and with no objective or authority to engage in any trade or business except as may otherwise be provided in this Agreement;

WHEREAS, this Agreement and the Consent Decree and Settlement Agreement govern the Environmental Response Trust, which is created pursuant to Section 1.468B-1 et seq. of the Treasury Regulations promulgated under section 468B of the Internal Revenue Code (the “**QSF Regulations**”); and

WHEREAS, the Environmental Response Trust shall be the exclusive holder of the Environmental Trust Assets (defined below) for purposes of 31 U.S.C. § 3713(b).

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein and in the Consent Decree and Settlement Agreement, the Agreement Parties (defined below) hereby agree as follows:

ARTICLE I.
DEFINITIONS

1.1. Definitions.

The following terms as used in this Agreement shall have the definitions given below. Any capitalized term not expressly defined herein shall have the meaning given such term in the Consent Decree and Settlement Agreement.

1.1.1. “120-Day Designated Site Budget” has the meaning given in Section 3.2.4 herein.

1.1.2. “120-Day General Budget” has the meaning given in Section 3.2.2 herein.

1.1.3. “Agreement” has the meaning as given in the preamble.

1.1.4. “Agreement Parties” means the Debtors, the Transferred Entities, the Environmental Trustee, and the Beneficiaries.

1.1.5. “Bankruptcy Cases” means In re Exide Holdings, Inc. (Bankr. D. Del., Case No. 20-11157 (CSS)) and the cases with which it is jointly administered.

1.1.6. “Bankruptcy Code” means title 11 of the United States Code, in effect on the Petition Date, and subject to any further amendments retroactively applicable to the Petition Date.

1.1.7. “Bankruptcy Court” has the meaning given in the Recitals.

1.1.8. “Beneficiaries” means the Environmental Agencies and, as and solely to the extent set forth in the Consent Decree and Settlement Agreement, Westchester.

1.1.9. “CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as now in effect or hereafter amended.

1.1.10. “Claim” shall have the meaning set forth in section 101(5) of the Bankruptcy Code.

1.1.11. “Consent Decree and Settlement Agreement” has the meaning given in the Recitals.

1.1.12. “Consenting Creditors” has the meaning set forth in the Plan.

1.1.13. “Consultant” has the meaning given in Section 4.1.2 herein.

1.1.14. “Court” means the Bankruptcy Court or if the Bankruptcy Court abstains from exercising jurisdiction or is otherwise without jurisdiction over any matter arising out of this Agreement, a United States District Court having competent jurisdiction with respect to such matter.

1.1.15. “Debtors” has the meaning given in the preamble.

1.1.16. “Designated Sites” means the Included NPPs, excluding any Transferred NPP.

1.1.17. “Designated Site Specific Costs” means 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 in the Consent Decree and Settlement Agreement and this Agreement.

1.1.18. “Effective Date” shall mean the effective date of the Plan.

1.1.19. “Emergency Environmental Action” has the meaning set forth in Section 3.2.1 herein.

1.1.20. “Environmental Actions” means 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 to the Consent Decree and Settlement Agreement; (ii) shall not include natural resource assessment or restoration; and (iii) unless otherwise directed by the Lead Agency, 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.

1.1.21. “Environmental Agencies” means EPA, FDEP, GAEPD, IEPA, IDEM, LDEQ, MDEQ, PADEP, SCDHEC, TDEC, and TCEQ.

1.1.22. “Environmental Law” or “Environmental Law(s)” means, 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, including, without limitation, CERCLA, the Clean Water Act (“CWA”), 33 U.S.C. § 1251 et seq., the Clean Air Act (“CAA”), 42 U.S.C. § 7401 et seq., Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901 et seq., and any state or local equivalents.

1.1.23. “Environmental Response Trust” means the trust established pursuant to this Agreement.

1.1.24. “Environmental Trust Account” has the meaning given in Section 2.2.1 herein.

1.1.25. “Environmental Trust Assets” means (a) those assets and properties, including without limitation the Transferred Debtor Assets, the NPP Bond Payments, and the Initial Funding, transferred by any party to the Environmental Response Trust pursuant to the Consent Decree and Settlement Agreement (see Paragraphs 6, 7, 9, 10, 32-34 of the Consent Decree and Settlement Agreement), and (b) such other assets acquired, earned, or held by the Environmental Response Trust from time to time pursuant to this Agreement and the Consent Decree and Settlement Agreement, including the Environmental Trust Proceeds (defined below).

1.1.26. “Environmental Trust Designated Site Cost Account” means an account established pursuant to Section 2.2.1 herein to provide funding for Designated Site Specific Costs incurred at or in connection with such account’s corresponding Designated Site that have been approved by the Lead Agency as provided in Section 3.2.4 herein.

1.1.27. “Environmental Trust General Administrative Cost Account” means the account established pursuant to Section 2.2.1 to provide funding for the General Administrative Trust Costs of the Environmental Response Trust that have been approved by the United States as provided in Section 3.2.2 and the Pre-Effective Date Start-Up Fees and Expenses of the Environmental Trustee as provided in Section 3.2.3 herein.

1.1.28. “Environmental Trust Parties” means, collectively, a) the Environmental Response Trust, and b) the Environmental Trustee, 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 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.

1.1.29. “Environmental Trust Proceeds” means the net proceeds of any liquidation, sale, lease, recovery or other disposition of or other proceeds in respect of the Environmental Trust Assets.

1.1.30. “Environmental Trust Wind-Down Subaccount” has the meaning given in Section 2.2.1 herein.

1.1.31. “Environmental Trustee” means the trustee of the Environmental Response Trust.

1.1.32. “EPA” means the United States Environmental Protection Agency and any successor departments or agencies of the United States.

1.1.33. “Excess Funding” has the meaning given in the Consent Decree and Settlement Agreement.

1.1.34. “Final Order” has the meaning given in the Plan.

1.1.35. “General Administrative Trust Costs” means the fees, costs, and expenses necessary for the administration of the Environmental Response Trust that are not specifically chargeable to a particular Designated Site.

1.1.36. “Initial Funding” has the meaning given in Section 2.1.5 herein.

1.1.37. “Internal Revenue Code” means the Internal Revenue Code of 1986, as amended.

1.1.38. “Lead Agency” means, for each Designated Site, the Lead Agency initially identified in Paragraph 11 of the Consent Decree and Settlement Agreement. The Lead Agency may be changed as provided in Paragraph 12 of the Consent Decree and Settlement Agreement.

1.1.39. “Non-Lead Agency” means, for each Designated Site, the Non-Lead Agency initially identified in Paragraph 11 of the Consent Decree and Settlement Agreement. The Non-Lead Agency may be changed as provided in Paragraph 12 of the Consent Decree and Settlement Agreement.

1.1.40. “NPP Bonds” means 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 to the Consent Decree and Settlement Agreement.

1.1.41. “NPP Bond Payments” means the payments on account of the NPP Bonds required to be made by Westchester pursuant to Paragraph 9 of the Consent Decree and Settlement Agreement.

1.1.42. “Petition Date” has the meaning given in the Recitals.

1.1.43. “Person” means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, charitable foundation, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

1.1.44. “Pre-Effective Date Start-Up Fees and Expenses” shall have the meaning given in Section 3.2.3 herein.

1.1.45. “QSF Regulations” has the meaning given in the Recitals.

1.1.46. “Transferred Debtor Assets” shall mean (i) the Debtors’ right, title, and interest in the Designated Sites and all other personal property (tangible and intangible), equipment, and other assets related thereto as set forth in Paragraph 7(a)(i) of the Consent Decree and Settlement Agreement, (ii) Applicable Insurance claims and/or proceeds thereof and Environmental Trust Causes of Action and/or proceeds thereof as set forth in Paragraph 7(a)(ii) of the Consent Decree and Settlement Agreement, (iii) any proportionate share of real or personal property taxes, tax credits, or refunds due to the Environmental Response Trust as set forth in Paragraph 7(d) of the Consent Decree and Settlement Agreement, (iv) the costs associated with curing title defects paid to the Environmental Response Trust as set forth in Paragraph 7.c of the Consent Decree and Settlement Agreement, (v) the proceeds from the transfer of Transferred NPPs, if any, as further described in Section VII (Pre-Effective Date Transfers of Included NPPs) of the Consent Decree and Settlement Agreement, and (vi) any amount paid or reserved to the Environmental Response

Trust for post-petition amounts due or accrued on account of contracts or leases assigned to the Environmental Response Trust for goods or services requested and received by the Debtors during the post-petition period as set forth in Paragraph 14 of the Consent Decree and Settlement Agreement, all to be transferred by Debtors to the Environmental Response Trust in accordance therewith.

1.1.47. “Transferred Entities” has the meaning given in the Consent Decree and Settlement Agreement.

1.1.48. “Transferred NPPs” has the meaning given in the Consent Decree and Settlement Agreement.

1.1.49. “Trust Subaccount” and “Trust Subaccounts” have the meanings given in Section 2.2.3 herein.

1.1.50. “United States” means the United States of America, on behalf of EPA.

1.1.51. “Westchester” has the meaning given in the preamble.

ARTICLE II. THE ENVIRONMENTAL RESPONSE TRUST

2.1. Creation of and Transfer of Assets to the Environmental Response Trust

2.1.1. Pursuant to the Consent Decree and Settlement Agreement, the Agreement Parties hereby establish, on behalf of the Beneficiaries named herein, and Debtors hereby agree to transfer, assign and deliver, by good title and other appropriate instruments, to the Environmental Response Trust, or to the Environmental Trustee, not individually but solely in its representative capacity as Environmental Trustee on behalf of the Beneficiaries, all of Debtors’ respective rights, titles and interests in and to the Transferred Debtor Assets. The transfer of ownership by the Debtors of the Transferred Debtor Assets shall be a transfer of all of the Debtors’ respective rights, 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 Beneficiaries under the 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 of the Consent Decree and

Settlement Agreement, with respect to the Designated Sites, shall be in as-is where-is condition, including title defects. Except as otherwise provided in the Consent Decree and Settlement Agreement, the Environmental Response Trust shall not be responsible for the payment of any invoices, statements, or amounts relating to the Transferred Debtor Assets for the period after the Petition Date and prior to the Effective Date even if such items are issued after the Effective Date or are not known of at the time of the Effective Date.

2.1.2. Debtors, as applicable, shall reasonably cooperate with the Environmental Agencies and the Environmental Trustee to deliver to a 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, except as otherwise provided in the Consent Decree and Settlement Agreement. After the Effective Date, 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.

2.1.3. The Debtors shall be responsible for, and shall pay to the Environmental Response Trust on the Effective Date, the Debtors' pro-rata share of such real and personal property taxes that have accrued or become a lien on the Designated Sites up to and including the Effective Date. 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 Agreement 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 Environmental Response Trust shall be responsible for payment of its pro-rata share of such real and personal property taxes that accrue during the calendar year in which the Effective Date occurs for the period after the Effective Date, and thereafter, for the Transferred Debtor Assets. Such amounts are to be paid from funds made available to each respective Environmental Trust Designated Site Cost Account. The Debtors 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 or any personal property transferred on the Effective Date. After the Effective Date, the Debtors and the Environmental Response Trust shall reasonably cooperate with each other in connection with the Debtors' pending tax appeals related to the Designated Sites.

2.1.4. On and after the Effective Date, Debtors shall have no interest in, or with respect to, the Environmental Response Trust or any Environmental Trust Assets, except to the extent provided in Paragraph 7.d of the Consent Decree and Settlement Agreement. Except as provided in Paragraph 7.d of the Consent Decree and Settlement Agreement, upon the transfer of the Transferred Debtor Assets, neither the Debtors, nor any successors thereto, shall have any further obligation to provide funding or other assets to the Environmental Response Trust.

2.1.5. On the Effective Date, the Transferred Entities shall transfer to the Environmental Response Trust, in accordance with instructions provided by the Environmental Trustee, cash in the amount of \$7,412,477.00 to fund the Environmental Trust Accounts (the “**Initial Funding**”), in accordance with the Consent Decree and Settlement Agreement.

2.1.6. Upon the payment of the Initial Funding, the Transferred Entities shall have no interest in, or with respect to, the Environmental Response Trust or any Environmental Trust Assets, and neither the Transferred Entities, nor any successors thereto, shall have any further obligation to provide funding to the Environmental Response Trust.

2.1.7. Upon the Effective Date, Westchester shall transfer to the Environmental Response Trust the NPP Bond Payments as required by Paragraph 9 of the Consent Decree and Settlement Agreement.

2.1.8. The Environmental Response Trust hereby accepts and agrees to hold the Environmental Trust Assets in the Environmental Response Trust for the benefit of the Beneficiaries for the purposes described in Section 2.3 below, subject to the terms of the Consent Decree and Settlement Agreement, this Agreement, and any applicable orders of the Court.

2.1.9. Upon the Effective Date, the Debtors shall pay, in cash, all post-petition amounts due and owing or accrued for goods or services requested and received by the Debtors during the post-petition period (the “**Post-Petition Contract Obligations**”) under any designated contract or lease being assumed by the Debtors and assigned to the Environmental Trust pursuant to Paragraph 14 of the Consent Decree and Settlement Agreement (the “**Assumed Contracts**”). In the event the Debtors do not pay such amounts in cash, then the Debtors shall fund a reserve (the “**Contract Reserve**”) to an account under the control of the Environmental Trustee for the benefit of the Environmental Response Trust in an amount equal to (i) the estimated amount of any Post-Petition Contract Obligation (as agreed to by the Debtors and the Environmental Trustee) accrued but not invoiced as of the Effective Date and (ii) the maximum amount of any Post-Petition Contract Obligations the Debtors are disputing. The Environmental Trustee shall use the amounts in the Contract Reserve to (a) pay any post-Effective Date invoices for Post-Petition Contract Obligations and (b) to pay any disputed Post-Petition Contract Obligations determined by Final Order of the Bankruptcy Court (or agreed to between the Debtors and the contract counterparty). The Environmental Trustee shall return any unused funds in the Contract Reserve to the Plan Administrator after all Post-Petition Contract Obligations have been fulfilled.

2.2. Creation of Environmental Trust Accounts

2.2.1. Prior to receipt of the Transferred Debtor Assets, the Initial Funding, and the NPP Bond Payments, the Environmental Trustee shall create an Environmental Trust General Administrative Cost Account within the Environmental Response Trust (the “**Environmental Trust General Administrative Cost Account**”). The purpose of the Environmental Trust General Administrative Cost Account shall be to provide funding for the General Administrative Trust Costs of the Environmental Response Trust that are included in an approved budget as set forth in Paragraph 26 of the Settlement Agreement and Section 3.2.2 herein and the Pre-Effective Date Start-Up Fees and Expenses of the Environmental Trustee pursuant to Section 3.2.3 of this Agreement. The Environmental Trustee shall create within the Environmental Trust General

Administrative Cost Account a segregated Environmental Response Trust wind-down reserve account, in an amount of not more than \$50,000.00, to fund the wind-down costs of the Environmental Response Trust (the “**Environmental Trust Wind-Down Subaccount**”). The Environmental Trustee shall also create a segregated Environmental Trust Designated Site Cost Account within the Environmental Response Trust (each an “**Environmental Trust Designated Site Cost Account**”) for each Included NPP. The purpose of each Environmental Trust Designated Site Cost Account shall be to provide funding for future Environmental Actions and other Designated Site Specific Costs with respect to the corresponding Designated Site pursuant to an approved budget as set forth in Paragraph 25 of the Consent Decree and Settlement Agreement and Section 3.2.4 herein. The separate accounts, including each Environmental Trust Designated Site Cost Account and the Environmental Trust General Administrative Cost Account, are referred to in this Agreement individually as an “**Environmental Trust Account**” and collectively as the “**Environmental Trust Accounts.**” Subject to Section 2.6 herein, the income and gains from any investment of the Environmental Trust Assets shall be allocated, paid and credited to such Environmental Trust Account in accordance with this Section 2.2 herein and the Consent Decree and Settlement Agreement.

2.2.2. Upon receipt of the Transferred Debtor Assets, the Initial Funding, and the NPP Bond Payments, (a) in accordance with the Consent Decree and Settlement Agreement, the Environmental Trust General Administrative Cost Account shall be funded with \$619,000 of the Initial Funding; (b) each Environmental Trust Designated Site Cost Account shall be funded with its allocated share of the remaining \$6,793,477 of the Initial Funding in accordance with Paragraph 23 of the Consent Decree and Settlement Agreement; (c) each Environmental Trust Designated Site Cost Account shall be funded with the NPP Bond Payment corresponding to its related Designated Site, if any; and (d) each Environmental Trust Designated Site Cost Account shall be funded with the net proceeds from the transfer of any Transferred NPPs and reallocated Initial Funding as set forth in Paragraphs 33 and 34 of the Consent Decree and Settlement Agreement.

2.2.3. Each Environmental Trust Account may be divided into such number of trust subaccounts dedicated for specific uses as may be deemed necessary in the sole discretion of the Environmental Trustee and consistent with the applicable approved budget (each, a “**Trust Subaccount**”) to comply with the terms of, and implement, the Consent Decree and Settlement Agreement and this Agreement.

2.2.4. For all federal income tax purposes, the Environmental Trustee, Debtors, Transferred Entities, and Westchester shall treat the transfer of the Transferred Debtor Assets by Debtors, the Initial Funding by the Transferred Entities, and the NPP Bond Payments by Westchester, to the Environmental Response Trust as a transfer to a qualified settlement fund pursuant to section 468B of the Internal Revenue Code and the QSF Regulations. 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 the QSF Regulations. The Court shall retain continuing jurisdiction over the Environmental Response Trust and Environmental Trust Accounts sufficient to satisfy the requirements of the QSF Regulations. 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. Taxes imposed upon earnings accruing to an Environmental Trust Designated Site Cost Account shall be paid from that

Environmental Trust Designated Site Cost Account. The Environmental Trustee shall be the “administrator” of the Environmental Response Trust pursuant to Treasury Regulation section 1.468B-2(k)(3).

2.3. Objectives and Purposes

2.3.1. The purpose of the Environmental Response Trust shall be to: (i) own the Environmental Trust Assets; (ii) carry out administrative and property management functions related to the Environmental Trust Assets; (iii) conduct, manage and/or fund implementation of future Environmental Actions approved by the Lead Agencies with respect to the Environmental Trust Assets; (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 the Consent Decree and Settlement Agreement; and (vi) ultimately sell, transfer, or otherwise dispose 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 this Agreement. The Environmental Trustee may, upon written approval of the Lead Agency for a Designated Site, after consultation with the Non-Lead Agency for that Designated Site, conduct trade or business at or in connection with such Designated Site for the sole purpose of increasing assets to be utilized for Environmental Actions, but shall not engage in any other trade or business.

2.3.2. The Court shall retain continuing jurisdiction over the Environmental Response Trust. The Environmental Response Trust satisfies all of the requirements of, and is intended by the Agreement Parties to be classified as, a qualified settlement fund pursuant to the QSF Regulations.

2.4. Holder of Environmental Trust Assets

The Environmental Response Trust shall be the exclusive holder of the Environmental Trust Assets and Environmental Trust Accounts described herein for purposes of 31 U.S.C. § 3713(b).

2.5. Management of Environmental Trust Assets

Consistent with this Agreement and the Consent Decree and Settlement Agreement, the Environmental Trustee shall use each Environmental Trust Designated Site Cost Account to fund Environmental Actions and other Designated Site Specific Costs approved by the Lead Agency for the respective Designated Site pursuant to applicable Environmental Law, in accordance with the procedure set forth in Paragraph 25 of the Consent Decree and Settlement Agreement and Section 3.2.4 of this Agreement. The Environmental Trustee shall use the Environmental Trust General Administrative Cost Account to fund the General Administrative Trust Costs of the Environmental Response Trust that have been approved by the United States in accordance with the procedure set forth in Paragraph 26 of the Consent Decree and Settlement Agreement and Section 3.2.2 of this Agreement. In the event of a shortfall in the Environmental Trust General Administrative Cost Account, at the request of the Environmental Trustee, a Lead Agency (after consultation with the Non-Lead Agency) may, but shall be under no obligation to, approve in

writing a transfer of funds from its respective Environmental Trust Designated Site Cost Account to the Environmental Trust General Administrative Cost Account.

2.5.1. The Lead and Non-Lead Agency for a particular Designated Site 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 of the Consent Decree and Settlement Agreement, prior reallocation of funds pursuant to Paragraphs 30, 31, or 34 of the Consent Decree and Settlement Agreement, or other circumstances approved by the 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 transfer the Excess Funding in accordance with Paragraph 30 of the Consent Decree and Settlement Agreement.

2.5.2. After the Lead and Non-Lead Agencies have confirmed to the Environmental Trustee in writing that all final actions have been completed, and all final costs have been disbursed for Environmental Actions and other Designated Site Specific Costs and, with respect to the Environmental Trust General Administrative Cost Account, all final costs have been disbursed for the wind down of the Environmental Response Trust, any funds remaining in an Environmental Trust Designated Site Cost Account or Environmental Trust General Administrative Cost Account shall be transferred in accordance with Paragraph 30 of the Consent Decree and Settlement Agreement.

2.5.3. Annually, beginning with the first year after the Effective Date, the Environmental Trustee shall provide the Environmental Agencies with an update of anticipated future General Administrative Trust Costs of the Environmental Response Trust as set forth in Section 3.2.2 hereof.

2.6. Investment and Safekeeping of Environmental Trust Assets

2.6.1. The Environmental Trust Assets, until sold, distributed, or used as provided herein and in the Consent Decree and Settlement Agreement, shall be held in trust and segregated. All interest, dividends, and other revenue earned in an Environmental Trust Account shall be retained in the applicable Environmental Trust Account and used only for the same purposes as the principal in that account as provided in this Agreement and the Consent Decree and Settlement Agreement, subject to any transfers approved by the Environmental Agencies in accordance with the terms of this Agreement and the Consent Decree and Settlement Agreement. The Environmental Trustee shall be under no liability for interest or producing income on any moneys received by the Environmental Response Trust hereunder and held for distribution or payment as provided in this Agreement, except as such interest shall actually be received by the Environmental Response Trust. The right and power of the Environmental Response Trust to invest the Environmental Trust Assets, Environmental Trust Proceeds, or any income earned by the Environmental Response Trust, shall be limited to the right and power to invest such assets

(pending periodic distributions in accordance with Article III hereof) in demand and time deposits, such as certificates of deposit, in banks or other savings institutions whose deposits are federally insured, or Treasury bills. The scope of any such permissible investments shall be limited to include only those investments, or shall be expanded to include any additional types of investments as permitted by the Lead Agency after consultation with the Non-Lead Agency (with respect to an Environmental Trust Designated Site Cost Account) or the Environmental Agencies (with respect to the Environmental Trust General Administrative Cost Account), and these additional types of investments shall be specifically detailed in writing including a directive that the Environmental Response Trust is authorized to make, in each case, such type of investments.

2.6.2. The Environmental Trustee is expressly prohibited from holding any or all of the Environmental Trust Assets in a common, commingled or collective trust fund and from holding any or all of the Environmental Trust Assets in a common, commingled or collective trust fund with the assets of any other entity. However, the funds provided for General Administrative Trust Costs can be held in one account.

2.6.3. Nothing in this Section shall be construed as authorizing the Environmental Trustee to cause the Environmental Response Trust to carry on any business other than as specified herein or to divide the gains therefrom, including without limitation, the business of an investment company, or a company "controlled" by an "investment company," required to register as such under the Investment Company Act of 1940, as amended.

2.6.4. The Environmental Trust Parties shall not incur any liability for following any written direction or order to act (or to refrain from acting) from any Beneficiary so long as such written direction is within the authority of the Beneficiary and is not manifestly inconsistent with this Agreement and the Consent Decree and Settlement Agreement.

2.7. Access and Deed Restrictions

The Environmental Trustee shall provide the Lead Agency and Non-Lead Agency for each Designated Site and their respective representatives and contractors access to all portions of the respective Designated Site that the Environmental Response Trust owns at all reasonable times for the purposes of conducting or overseeing Environmental Actions. The Environmental Trustee shall implement any institutional controls, land use controls, or deed restrictions requested by the Lead Agency with respect to a Designated Site. The Environmental Trustee shall execute and record with the appropriate recorder's office any institutional controls or deed restrictions requested in writing by the Lead Agency for restrictions on use of a Designated Site in order to protect public health, welfare or safety or the environment or ensure non-interference with any action provided for in this Agreement. Any institutional controls or deed restrictions of record as to the Designated Sites in effect prior to the Effective Date of the Consent Decree and Settlement Agreement shall survive the effectiveness of the Consent Decree and Settlement Agreement. The Environmental Trustee shall abide by the terms of any institutional controls, land use controls, or deed restrictions in place or of record as to the Designated Sites; *provided, however*, that nothing herein shall create any personal liability for any Environmental Trust Party due to the Environmental Trustee's failure to abide by any institutional controls, land use controls, or deed restrictions of which the Environmental Trustee is unaware.

2.8. Accounting

The Environmental Trustee shall maintain proper books, records, and accounts relating to all transactions pertaining to the Environmental Response Trust, and the assets and liabilities of the Environmental Response Trust in such detail and for such period of time as may be necessary to enable the Environmental Trustee to make a full and proper accounting in respect thereof in accordance with Article VI below and to comply with applicable provisions of law and good accounting practices. Except as otherwise provided herein or in the Consent Decree and Settlement Agreement, the Environmental Trustee shall not be required to file any accounting with, or seek approval, of the Court with respect to the administration of the Environmental Response Trust, or as a condition for making any payment or distribution out of the Environmental Trust Assets. Beneficiaries shall have the right upon fourteen (14) days' prior written notice delivered to the Environmental Trustee to inspect such books and records at reasonable times during business hours.

2.9. Termination

Consistent with the terms of the Consent Decree and Settlement Agreement, the Environmental Trustee shall not unduly prolong the duration of the Environmental Response Trust and shall at all times endeavor to complete the Environmental Response Trust's objectives and purposes; resolve, settle, or otherwise dispose of all claims against Environmental Trust Assets to effect the distribution of any remaining Environmental Trust Assets and other receipts relating thereto to the Beneficiaries hereunder in accordance with the terms hereof and the Consent Decree and Settlement Agreement; and to terminate the Environmental Response Trust as soon as practicable consistent with this Agreement and the Consent Decree and Settlement Agreement.

2.10. Disposition of Designated Sites

2.10.1. The Environmental Trustee may, at any time, seek the approval of the Lead Agency for the relevant Designated Site to take actions needed for the sale, lease or other disposition of all or part of a Designated Site. The Environmental Trustee may not complete the sale, lease, or other disposition of all or any part of a Designated Site without the consent of the Lead Agency for the relevant Designated Site as provided in Paragraphs 40 and 41 of the Consent Decree and Settlement Agreement. Subject to the approval of the Lead Agency for the relevant Designated Site as set forth in Paragraphs 40 and 41 of the Consent Decree and Settlement Agreement, the Environmental Trustee may sell, lease, or otherwise dispose of a Designated Site in a transaction that includes funding from the respective Environmental Trust Designated Site Cost Account for that Designated Site, *provided* that the net effect of any 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.

2.10.2. In the event of any approved sale, lease or other disposition of a Designated Site or portion thereof in accordance with the Consent Decree and Settlement Agreement that causes the Environmental Trust Designated Site Cost Account for such Designated Site to have Excess Funding as jointly determined in writing by the Lead and Non-Lead Agency, the Environmental Trustee shall distribute such Excess Funding in accordance with Paragraph 30 of the Consent Decree and Settlement Agreement.

2.10.3. The Agreement Parties agree that, to the extent permitted by applicable law, the rule against perpetuities does not apply to the Environmental Response Trust, but to the extent that any rule against perpetuities or a rule governing or limiting vesting, accumulations, the suspension of alienation, or the like shall be deemed applicable, the Environmental Response Trust shall automatically terminate on the date 90 days after the date on which 21 years less 91 days pass after the death of the last survivor of all of the descendants of the late Joseph P. Kennedy, Sr., father of the late President John F. Kennedy, living on the date hereof, and provided further that if the Environmental Response Trust owns real property located in any jurisdiction that sets a maximum duration for interests in real property located in such jurisdiction held in trust under a rule against perpetuities or a rule governing or limiting vesting, accumulations, the suspension of alienation, or the like, that for the Environmental Response Trust is shorter than the date 90 days after the date on which 21 years less 91 days pass after the death of the last survivor of all of the descendants of the late Joseph P. Kennedy, Sr., father of the late President John F. Kennedy, living on the date hereof, the Environmental Response Trust shall automatically terminate as to such Designated Site upon the expiration of the maximum period authorized pursuant to the laws of such jurisdiction. If the Environmental Response Trust is terminated in whole or in part pursuant to this Subsection, title to the relevant Designated Site or Designated Sites as to which the Environmental Response Trust is terminated shall be transferred outright and free of trust to or at the direction of the United States in consultation with any of the States in which the relevant Designated Site or Designated Sites are located, or Environmental Agencies thereof, *provided, however*, that the disposition of all relevant Designated Site or Designated Sites shall be governed by applicable state and federal law, or by agreement of the Environmental Trustee, the United States, and the applicable State or Environmental Agency thereof, or by order of the Court, *and further provided that* neither the United States nor any State will be required to accept an ownership interest in the relevant Designated Site or Designated Sites as to which the Environmental Response Trust is terminated.

ARTICLE III

WORK AND DISTRIBUTIONS

3.1. Environmental Trust Accounts

The Environmental Trustee shall establish, maintain and hold Environmental Trust Accounts consistent with the Consent Decree and Settlement Agreement and Section 2.2 of this Agreement, to administer the Environmental Trust Assets and distributions therefrom. Among these Environmental Trust Accounts, the Environmental Trustee shall maintain a dedicated Environmental Trust General Administrative Cost Account for administrative funds, which shall be used solely to pay the General Administrative Trust Costs of the Environmental Response Trust as set forth in the Consent Decree and Settlement Agreement and this Agreement.

3.2. Payments by the Environmental Response Trust

The Environmental Trustee shall provide the Lead Agency and Non-Lead Agency with balance statements and proposed budgets as described in Sections 3.2.2 and 3.2.4 of this Agreement. The Environmental Trustee shall not pay any expense that has not been provided for in the applicable budget submitted and approved as set forth in Sections 3.2.2 and/or 3.2.4, or as otherwise provided in Sections 3.2.1 and 3.2.3. The initial Lead Agency and Non-Lead Agency for each Designated Site shall be as set forth in the Consent Decree and Settlement Agreement.

3.2.1. Emergency Funding

In the event of an emergency with respect to the Environmental Trust Assets requiring the performance of an Environmental Action within hours or days of the Environmental Trustee first receiving notice of the emergency, if the emergency does not permit sufficient time to amend the approved budget, the Environmental Trustee may utilize funding from the applicable Environmental Trust Designated Site Cost Account to undertake Environmental Actions necessary to respond to the emergency (the “**Emergency Environmental Action**”) and shall notify the Lead Agency as soon as reasonably practicable. If an Emergency Environmental Action is performed by the Lead Agency or Non-Lead Agency, the Environmental Trustee may reimburse the Lead Agency (or the Non-Lead Agency, if the Lead Agency concurs in writing) for such “Emergency Environmental Action” from the applicable Environmental Trust Designated Site Cost Account. Nothing in this subsection shall preclude the payment or reimbursement of the Emergency Environmental Action through the annual budget or budget revision process.

3.2.2. Administrative Expenses of the Environmental Response Trust

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 to the Environmental Agencies for approval a budget for the first 120 days following the Effective Date (the “**120-Day General Budget**”) for the Environmental Trust General Administrative Cost Account. 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 from any Environmental Agency an objection to the proposed 120-Day General Budget by five (5) days before the Effective Date). If disapproved, such budget shall be revised and resubmitted as expeditiously as possible to the Environmental Agencies for approval by the United States (which the United States may provide if it has received no objection thereto from any Environmental Agency within five (5) days of delivery of such budget). No expenses may be incurred or paid from the Environmental Trust General Administrative Cost Account by the Environmental Trustee that are inconsistent with an approved 120-Day General Budget, and the Environmental Trustee shall have authority to deviate not more than ten (10) percent (%) from any line item unless the United States, in consultation with the Environmental Agencies, approves such expenses in writing or unless a revised 120-Day General Budget is approved consistent with this Section. 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 Environmental Agencies a statement showing the balance of the accounts and a proposed Environmental Trust General Administrative Cost Account budget for the coming year. The United States shall have the authority to approve or disapprove the proposed budget after consultation with the State Environmental Agencies. If disapproved, such budget shall be revised and resubmitted as expeditiously as possible to the Environmental Agencies for approval by the United States after consultation with the State Environmental Agencies. No administrative expenses may be incurred or paid by the Environmental Trustee that are inconsistent with the approved budget except in the event of an Emergency Environmental Action, *provided that* the Environmental Trustee shall have authority to deviate not more than ten (10) percent (%) from any line item, unless the United States in consultation with the Environmental Agencies, approves a revised budget or a revised line item for an approved budget; *provided, however, that* the

Environmental Trustee may incur or pay ongoing or recurring expenses approved in the prior year's budget that occur between the time a proposed annual budget is submitted and the time it is approved. Each annual budget shall include a future year forecast of administrative expenditures, with annual details for at least the next three years (or such longer period as the Environmental Agencies shall reasonably request). The Environmental Response Trust shall regularly, but at least annually, and otherwise upon the reasonable request of the Environmental Agencies, provide documentation to the Environmental Agencies to substantiate compliance with the applicable approved budget and application of Environmental Trust Assets consistent with the terms of this Agreement and the Consent Decree and Settlement Agreement. The approved budget shall be funded from the Environmental Trust General Administrative Cost Account.

3.2.3. Remuneration for Environmental Trustee's Start-Up Fees and Expenses

The Environmental Trustee shall be entitled to remuneration approved by the Environmental Agencies from the Environmental Trust General Administrative Cost Account of up to \$50,000.00 for its reasonable fees and expenses incurred in connection with the formation of the Environmental Response Trust, preparation for taking Environmental Actions related to the Designated Sites, and preparation of the 120-Day General Budget and 120-Day Designated Site Budgets, prior to the Effective Date (the "**Pre-Effective Date Start-up Fees and Expenses**"); *provided that* the Environmental Trustee has waived remuneration for the first \$25,000 of such costs incurred, and may be remunerated only for costs that exceed that amount, up to a total remuneration of \$50,000. Within 60 days after the Effective Date, the Environmental Trustee will submit detailed invoices reflecting its Pre-Effective Date Start-Up Fees and Expenses of the Environmental Trustee to the Environmental Agencies for approval by the United States after consultation with the State Environmental Agencies.

3.2.4. Environmental Expenses of the Environmental Response Trust

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 to the Lead and Non-Lead Agency for each Designated Site a budget (each a "**120-Day Designated Site Budget**") for the first 120 days following the Effective Date for the corresponding Designated Site. The Lead Agency, after consultation with the Non-Lead Agency, shall have the authority to approve or disapprove the proposed 120-Day Designated Site Budget for such Environmental Trust Designated Site Cost Account and shall do so not later than 5 days before the Effective Date. No expenses may be incurred or paid from an Environmental Trust Designated Site Cost Account by the Environmental Trustee that are inconsistent with an approved 120-Day Designated Site Budget, *provided that* the Environmental Trustee shall have authority to deviate not more than ten (10) percent (%) from any line item, except as provided in Section 3.2.1 (Emergency Environmental Action), or unless a revised 120-Day Designated Site Budget is approved consistent with this Section.

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 Lead and Non-Lead Agency for each of the Designated Sites and 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 the Environmental Actions and other Designated Site Specific Costs to be paid from such Environmental Trust Account for the coming year. The Lead Agency for each Designated Site 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. No expenses may be incurred or paid by the Environmental Trustee that are inconsistent with an approved budget, and the Environmental Trustee shall have authority to deviate not more than ten (10) percent (%) from any line item, except as provided in Section 3.2.1, or unless a revised budget is approved consistent with this Section; *provided, however*, that the Environmental Trustee may incur or pay ongoing or recurring expenses approved in the prior year's budget that occur between the time a proposed annual budget is submitted and the time it is approved.

3.2.5. Reimbursement of Environmental Agencies and Performance of Environmental Actions by the Environmental Response Trust

The Environmental Trustee shall pay funds from the Environmental Trust Designated Site Cost Account to the applicable Lead Agency making a written request for funds for reimbursement within 30 days following such written request. Such written request shall: (i) be in accordance with the approved budget set forth in Section 3.2.4 above or specify that it relates to Emergency Environmental Action performed by the Lead Agency pursuant to Section 3.2.1 herein, and (ii) specify what the funds were used for and certify that they were used only for Environmental Actions performed after September 30, 2020 by the Lead Agency (or by the Lead Agency's third party contractor), with respect to that Designated Site. The Environmental Trustee shall also pay funds from the Environmental Trust Designated Site Cost Account to a Non-Lead Agency making a written request for funds within 30 days following such request in the event the Lead Agency has requested the assistance of the Non-Lead Agency. Such written request shall: (i) be in accordance with the approved budget set forth in Section 3.2.4 above or specify that it relates to Emergency Environmental Action performed by the Non-Lead Agency pursuant to Section 3.2.1 herein, and (ii) specify what the funds were used for and shall certify that they were used only for Environmental Actions performed after September 30, 2020 by the Non-Lead Agency pursuant to a request for assistance by the Lead Agency.

In the case of requests by the Lead Agency to the Environmental Trustee to use the funds from that Environmental Trust Designated Site Cost Account to perform Environmental Actions, the Environmental Trustee shall utilize the funds from the Environmental Trust Designated Site Cost Account to undertake such work promptly and in accordance with any schedule approved by the Lead Agency pursuant to Section 3.2.4 above. The Environmental Trustee shall be responsible for the review and selection of any contractors sought to perform work; *provided, however*, that the Environmental Trustee shall provide the Lead Agency with its intended selection at least 30 days before the contract is awarded, and the Lead Agency may object or otherwise deny the award of any contract for any reasonable reason. The Environmental Trustee shall require liability insurance from each contractor hired to perform work.

3.3. Manner of Payment.

Cash payments made by the Environmental Response Trust pursuant to the Consent Decree and Settlement Agreement and this Agreement shall be in United States dollars by checks drawn

on a domestic bank whose deposits are federally insured, or by wire transfer from such a domestic bank, at the option of the Environmental Trustee.

3.4. Unclaimed Distributions

In the event that funds remain in the Environmental Response Trust at its termination, the amounts remaining shall be transferred, upon written confirmation by the Environmental Agencies, in accordance with Paragraph 30 of the Consent Decree and Settlement Agreement.

ARTICLE IV.
THE ENVIRONMENTAL TRUSTEE

4.1. Appointment

4.1.1. Pathforward Consulting, Inc., not individually but solely in its representative capacity, is appointed to serve as the Environmental Trustee to administer the Environmental Response Trust and the Environmental Trust Accounts, in accordance with this Agreement and the Consent Decree and Settlement Agreement, and the Environmental Trustee hereby accepts such appointment and agrees to serve in such representative capacity, effective upon the Effective Date, and to take such actions as are necessary, prior to the Effective Date, to set up the Environmental Response Trust, the Environmental Trust Accounts, the 120-Day General Budget, and the 120-Day Designated Site Budgets, and to take actions necessary to prepare for undertaking the Environmental Actions. If the Environmental Trustee is not reappointed by the Beneficiaries and no successor Environmental Trustee is appointed by the Beneficiaries by the expiration of the Environmental Trustee's term, as set forth in Section 4.10.2, the Court may reappoint the existing Environmental Trustee or appoint a successor Environmental Trustee.

4.1.2. The Environmental Response Trust is authorized to obtain the services of one or more environmental consultants to implement the future Environmental Actions (each a "**Consultant**") after consultation with the Environmental Agencies corresponding to the Designated Sites for which the respective Consultant will be utilized. The Environmental Trustee shall consider any request by a Lead Agency to utilize the services of an existing Consultant or contractor, *provided that* the continued use of the Consultant or contractor would be cost-effective. The Consultant shall obtain environmental, general and professional liability insurance in the sum of not less than \$5 million or such greater amount as agreed to by the Environmental Response Trust after consultation with the appropriate Environmental Agencies. The Consultant's insurance policies shall name as additional insureds the Environmental Trust Parties and the Beneficiaries, and each Consultant's insurance policies shall cover negligence committed by the Consultant in implementing the Environmental Actions or any other negligence committed by the Consultant. The legal relationship of the Consultant to the Environmental Response Trust and Environmental Trustee is that of an independent contractor professional, not that of an entity employed by the Environmental Response Trust or the Environmental Trustee. The Consultant shall not be deemed an Environmental Trust Party.

4.2. Generally

The Environmental Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purposes of the Environmental Response Trust, this

Agreement, and the Consent Decree and Settlement Agreement and not otherwise. The Environmental Trustee shall have the authority to bind the Environmental Response Trust, and any successor Environmental Trustee, or successor or assign of the Environmental Response Trust, but shall for all purposes hereunder be acting in its representative capacity as Environmental Trustee and not individually. Notwithstanding anything to the contrary contained herein, the Environmental Trustee shall not be required to take action or omit to take any action if, after the advice of counsel, the Environmental Trustee believes in good faith such action or omission is not consistent with the Environmental Trustee's fiduciary duties. The Environmental Trustee shall have no obligations or liability to perform any activities for which the Environmental Trust Designated Site Cost Account or Environmental Trust General Administrative Cost Account lacks sufficient funds.

4.3. Powers

In connection with the administration of the Environmental Response Trust, except as otherwise set forth in this Agreement or the Consent Decree and Settlement Agreement, the Environmental Trustee is authorized to perform any and all acts necessary or appropriate to accomplish the purposes of the Environmental Response Trust. The powers of the Environmental Response Trust shall, without any further Court approval or order, include, without limitation, each of the following: (i) to receive, manage, invest, supervise and protect the Environmental Trust Assets; withdraw, make distributions and pay taxes and other obligations owed by the Environmental Response Trust or the Environmental Trust Accounts from funds held by the Environmental Trustee and/or the Environmental Response Trust (or the Environmental Trust Accounts) in accordance with the Consent Decree and Settlement Agreement and this Agreement; and withhold and pay to the appropriate taxing authority any withholding taxes on distributions from the Environmental Response Trust; (ii) to engage employees and professional Persons to assist the Environmental Response Trust and/or the Environmental Trustee with respect to the responsibilities described herein; (iii) to make distributions of the Environmental Trust Assets from the Environmental Trust Accounts for the purposes contemplated in this Agreement and the Consent Decree and Settlement Agreement; and (iv) to effect all actions and execute all agreements, instruments and other documents necessary to implement this Agreement, including to exercise such other powers as may be vested in or assumed by the Environmental Response Trust and/or the Environmental Trustee pursuant to this Agreement and any order of the Court or as may be necessary and proper to carry out the provisions of this Agreement and the Consent Decree and Settlement Agreement. No Person dealing with the Environmental Response Trust shall be obligated to inquire into the authority of the Environmental Trustee in connection with the protection, conservation or disposition of the Environmental Trust Assets. The Environmental Trustee is authorized to execute and deliver all documents on behalf of the Environmental Response Trust to accomplish the purposes of this Agreement and the Consent Decree and Settlement Agreement.

4.4. Other Professionals

The Environmental Trustee is authorized to retain on behalf of the Environmental Response Trust and pay such third parties as the Environmental Trustee (in accordance with a budget approved pursuant to Section 3.2 and in a manner consistent with Sections 4.1.2 and 4.3 above) may deem necessary or appropriate to assist the Environmental Trustee in carrying out its

powers and duties under this Agreement and the Consent Decree and Settlement Agreement, including, without limitation, (i) counsel to the Environmental Response Trust and/or Environmental Trustee, (ii) a public accounting firm to perform such reviews and/or audits of the financial books and records of the Environmental Response Trust as may be appropriate in the Environmental Trustee's reasonable discretion and to prepare and file any tax returns or informational returns for the Environmental Response Trust or the Environmental Trust Accounts as may be required, and (iii) environmental consultants, custodians, security personnel, engineers, surveyors, brokers, contractors, administrative assistants and clerks. The Environmental Trustee may pay all such Persons compensation for services rendered and expenses incurred in accordance with a budget approved as provided in Section 3.2. The Environmental Trustee may, consistent with its fiduciary duty and with Section 4.1.2 above, retain an affiliated company to perform services for the Environmental Response Trust.

4.5. Limitation of the Environmental Trustee's Authority

The Environmental Response Trust and the Environmental Trustee shall not and are not authorized to engage in any trade or business with respect to the Environmental Trust Assets or any proceeds therefrom, except as expressly provided herein and to the extent the same is deemed in good faith by the Environmental Trustee to be reasonably necessary or proper for the conservation or protection of the Environmental Trust Assets, or the fulfillment of the purposes of the Environmental Response Trust. The Environmental Response Trust and the Environmental Trustee shall not take any actions that would cause the Environmental Response Trust to fail to qualify as a qualified settlement fund under the QSF Regulations.

4.6. Reliance by the Environmental Trust Parties

Except as may otherwise be provided herein and the Consent Decree and Settlement Agreement: (a) the Environmental Trust Parties may rely on, and shall be protected from liability 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 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 dealing with the Environmental Trust Parties shall look only to the applicable Environmental Trust Designated Site Cost Account if the transaction or occurrence at issue is related to any Environmental Action or other Designated Site Specific Costs at the corresponding Designated Site, or otherwise only to the Environmental Trust General Administrative Cost Account, to satisfy any liability incurred by the Environmental Trust Parties to such Person in carrying out the terms of this Agreement or any order of the Court, and the Environmental Trust Parties shall have no personal obligation to satisfy any such liability, other than as provided in Section 4.9.1 herein.

4.7. Compensation of the Environmental Trustee

The Environmental Response Trust shall pay its own reasonable and necessary costs and expenses, and shall reimburse the Environmental Trustee for the actual reasonable out-of-pocket fees and expenses to the extent incurred by the Environmental Trustee in connection with the Environmental Trustee's duties hereunder, including, without limitation, necessary travel, lodging,

office rent (to be paid directly by the Environmental Response Trust), postage, photocopying, telephone and facsimile charges upon receipt of periodic billings, all in accordance with the applicable annual budget(s) approved by the Environmental Agencies. The Environmental Trustee, and employees of the Environmental Response Trust and the Environmental Trustee, who perform services for the Environmental Response Trust shall be entitled to receive reasonable compensation for services rendered on behalf of the Environmental Response Trust in accordance with an annual budget approved by the Lead Agency, in consultation with the Non-Lead Agency.

The Environmental Trust Assets shall be subject to the claims of the Environmental Trustee, and the Environmental Trustee shall be entitled to reimburse itself out of any available cash in the Environmental Trust General Administrative Cost Account, and the Environmental Response Trust shall be obligated to pay, for actual out-of-pocket expenses and for actual hours worked, but only pursuant to the applicable approved budgets as set forth herein and in the Consent Decree and Settlement Agreement.

All compensation and other amounts payable to the Environmental Trustee shall be paid only from the Environmental Trust Assets and only in accordance with the terms of the Consent Decree and Settlement Agreement and this Agreement.

4.8. Liability of Environmental Trust Parties

4.8.1. Except as provided in Paragraph 42 of the Consent Decree and Settlement Agreement, 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 Debtors, Consenting Creditors, Transferred Entities, Westchester or any other Environmental Trust Party. The Environmental Trust Parties shall further be indemnified and exculpated in accordance with Section 4.9 of this Agreement. The Environmental Trustee shall not be deemed in breach of its duties or responsibilities on account of the insufficiency of funds and shall not be liable to any Person or entity for any environmental contamination or discharge that occurs due to an insufficiency of funds to address same. Funding from the Environmental Trust Designated Site Cost Account may not be used except as otherwise expressly provided in this Agreement and the Consent Decree and Settlement Agreement.

4.8.2. No provision of this Agreement or the Consent Decree and Settlement Agreement shall require the Environmental Trust Parties to expend or risk their own personal funds or otherwise incur any personal financial liability based on the ownership or environmental condition of the Environmental Trust Assets or the performance or non-performance of any of the Environmental Trustee's duties or the Environmental Trustee's exercise of any of its authorities as Environmental Trustee hereunder. Notwithstanding the foregoing, the Environmental Trustee shall satisfy from its own funds any liability imposed by a Final Order of the Court, on account of the Environmental Trustee's fraud, gross negligence or willful misconduct, with relation to the performance or non-performance of any of its duties or the exercise of any of its authorities as Environmental Trustee hereunder.

4.9. Exculpation and Indemnification

4.9.1. No Environmental Trust Party shall be personally liable unless the Court, by a Final Order, 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 Court does not constitute an act of fraud, gross negligence or willful misconduct, *provided that* there has been no misrepresentation to the Court. Any judgment against an Environmental Trust Party and any costs of defense relating to any Environmental Trust Party shall be paid from the applicable Environmental Trust Designated Site Cost Account only if it relates to the Environmental Actions at the corresponding Designated Site, or from the Environmental Trust General Administrative Cost Account if relating to the Environmental Response Trust generally, 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 Court determines that it committed fraud, gross negligence or willful misconduct in relation to the Environmental Trust Party's duties. In the event the Court makes such a determination, that Environmental Trust Party shall reimburse the relevant Environmental Trust Account for all expended funds.

4.9.2. 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 the Environmental Trustee by the Consent Decree and Settlement Agreement and this Agreement or any order of any court entered pursuant to or in furtherance of the Consent Decree and Settlement Agreement, or 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 the Consent Decree and Settlement Agreement or this Agreement; and (b) no person, including without limitation, holders of claims and other parties in interest, will be allowed to pursue any claims or cause of action against any Environmental Trust Party for any claim against the Debtors, for making payments in accordance with the Consent Decree and Settlement Agreement, this Agreement, or any order of any court, or for implementing the provisions of the Consent Decree and Settlement Agreement, this Agreement, or any order of any court. Nothing in this Paragraph, the Consent Decree and Settlement Agreement, or this Agreement shall preclude the Environmental Agencies from enforcing the terms of the Consent Decree and Settlement Agreement against the Environmental Trust Parties, including with respect to any liability resulting from any act or omission constituting fraud, gross negligence or willful misconduct, as provided herein and in the Consent Decree and Settlement Agreement.

4.9.3. The Environmental Response Trust shall indemnify, defend and hold harmless (without the Environmental Trust Parties having to first pay from their personal funds) the Environmental Trust Parties from and against any and all claims, causes of action, liabilities, obligations, losses, costs, judgments, damages or expenses (including attorneys' fees) and any other assertion of liability arising out of the ownership or environmental condition of the Environmental Trust Assets or action or inaction by, or in connection with the duties of, the

Environmental Trustee, to the fullest extent permitted by applicable law, including but not limited to, those caused or alleged to be caused by negligence or fault of any Environmental Trust Party (except for fraud, gross negligence or willful misconduct), *provided that* such indemnification shall be limited to funds in the applicable Environmental Trust Designated Site Cost Account if it relates to an Environmental Action corresponding to the Designated Site or the Environmental Trust General Administrative Cost Account if it relates to the Environmental Response Trust generally. Without limiting the foregoing, any such judgment against an Environmental Trust Party and any such costs of defense relating to any Environmental Trust Party shall be paid by the Environmental Response Trust consistent with the terms and conditions of this Section. Notwithstanding the foregoing, to the extent fraud, gross negligence or willful misconduct of any Environmental Trust Party is alleged and the Court finds, by a Final Order that such Environmental Trust Party committed fraud, gross negligence or willful misconduct, after the Effective Date in relation to the Environmental Trustee's duties, there shall be no indemnification, of that Environmental Trust Party, for any judgments arising from such allegations of fraud, gross negligence or willful misconduct. It shall be an irrebuttable presumption that any action taken, or inaction, consistent with Court approval shall not constitute willful misconduct, gross negligence or fraud, provided that there has been no misrepresentation to the Court.

4.10. Termination, Replacement, and Removal of the Environmental Trustee.

4.10.1. Termination

The duties, responsibilities and powers of the Environmental Trustee will terminate on the date that the Environmental Response Trust is dissolved under applicable law in accordance with the Consent Decree and Settlement Agreement, or by an order of the Court; *provided that* this Section and Sections 4.6, 4.8 and 4.9 above shall survive such termination, dissolution and entry. The Environmental Trustee may resign from its Environmental Trusteeship generally and without cause giving not less than 120 days prior written notice thereof to the Court, and the Environmental Agencies, *provided however*, that in the event a suitable replacement is not found and approved by the Environmental Agencies within 120 days after such written notice is provided, the Environmental Trustee's resignation shall not become effective and the Environmental Trustee shall continue to function in its capacity as Environmental Trustee until a suitable replacement is found and approved by the Environmental Agencies; *provided, further, however*, that the Court may allow the Environmental Trustee's resignation to take effect for good cause shown. If an Environmental Trustee resigns from his position hereunder, subject to a final accounting, such Environmental Trustee, including his professionals, attorneys, and advisors, shall be entitled to all accrued but unpaid fees, expenses, and other compensation to the extent incurred, arising or relating to events occurring before such resignation, and any out-of-pocket expenses reasonably incurred in connection with the transfer of all powers and duties to the successor Environmental Trustee, *provided that* such fees, expenses and other compensation were included in an approved budget pursuant to Section 3.2.2 herein.

4.10.2. Replacement

The Environmental Trustee may, but shall not be required to, be replaced upon completion of any ten (10) year term at the direction of the Environmental Agencies; *provided however*, that this Section and Sections 4.6, 4.8 and 4.9 above shall survive such termination.

4.10.3. Removal

The Environmental Trustee may be removed or the Environmental Trust Assets may be transferred to another Environmental Response Trust at the request of the Environmental Agencies by:

- (a) The entry of a Final Order by the Court, immediately upon notice of appointment of a temporary or permanent successor, finding that the Environmental Trustee committed fraud, gross negligence, willful misconduct or criminal conduct after the Effective Date in relation to the Environmental Trustee's duties under the Environmental Response Trust; or
- (b) The entry of a Final Order by the Court, immediately upon notice of appointment of a temporary or permanent successor, finding that (i) the Environmental Trustee in any material respect, as a result of negligence, exacerbated hazardous conditions at any of the Designated Sites, (ii) is seriously or repeatedly deficient or late in performance of the work or violates the provisions of the Consent Decree and Settlement Agreement, or (iii) has violated one or more material provisions of this Agreement. In the event of the occurrence of 4.10.3(b)(i), (ii) or (iii), the Environmental Agencies may jointly direct that (x) the Environmental Trustee be replaced in accordance with this Agreement or (y) all Environmental Trust Assets be transferred to a new trust established to own and manage the Environmental Trust Assets, at the direction of the Environmental Agencies to be used in accordance with the terms of this Agreement or the Consent Decree and Settlement Agreement.

The provisions of this Section and Sections 4.6, 4.8 and 4.9 above shall survive the removal of the Environmental Trustee or transfer of funds.

4.11. Appointment of Successor Environmental Trustees

Any successor Environmental Trustee shall be proposed by the Environmental Agencies, after consultation with Westchester, and appointed by the Court. Any successor Environmental Trustee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall file such instrument with the Environmental Response Trust records. Thereupon, such successor Environmental Trustee shall, without any further act, become vested with all of the estates, properties, rights, powers, trusts and duties of its predecessor in the Environmental Response Trust with like effect as if originally named herein; *provided, however*, that a removed or resigning Environmental Trustee shall, nevertheless, when requested in writing by the successor Environmental Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Environmental Trustee under the Environmental Response Trust all of the estates, properties, rights, powers, and trusts of such predecessor Environmental Trustee.

4.12. No Bond

Notwithstanding any state law to the contrary, the Environmental Trustee, including any successor Environmental Trustee, shall be exempt from giving any bond or other security in any jurisdiction.

ARTICLE V.
BENEFICIARIES

5.1. Beneficiaries

Beneficial interests in the Environmental Response Trust shall be held by each of the Beneficiaries.

5.2. Identification of Beneficiaries

5.2.1. In order to determine the actual names and addresses of the authorized representatives of a Beneficiary, the Environmental Response Trust and the Environmental Trustee shall be entitled to rely conclusively on the name and address of the authorized representative for such Beneficiary listed below in Section 5.2.2, who may from time to time provide additional or replacement names and addresses of authorized representatives, or listed in any written notice provided to the Environmental Trustee in the future by an authorized representative of such Beneficiary.

5.2.2. The Environmental Trustee shall send electronic copies, unless hard copies are requested, of all reports, budgets, annual balance statements, and other documents that the Environmental Trustee is required to submit to a Beneficiary under the Consent Decree and Settlement Agreement and this Agreement, and related implementation documents including any unilateral administrative orders, consent decrees, or administrative orders on consent to the following person(s), as applicable:

As to the United States of America (on behalf of EPA) as beneficiary:

Authorized representative and party to receive all notices under 5.2.2:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611
Telephone: (202) 514-2840
Facsimile: (202) 616-6584
File Ref. No. 90-11-2-07802/8

[EPA]

As to [insert notice party for each State]

Authorized representative and party to receive all notices under 5.2.2:

As to Westchester:

Authorized representative and party to receive all notices under 5.2.2:

[insert notice party]

5.3. Non-Beneficiaries

Upon the Effective Date of this Agreement, the Debtors and the Transferred Entities shall have no interests including, without limitation, any reversionary interest, in the Environmental Response Trust or any Environmental Trust Assets, except, solely as to Debtors, to the extent provided in Paragraph 7.d of the Consent Decree and Settlement Agreement. The Environmental Agencies and Westchester shall be the sole beneficiaries of the Environmental Trust Accounts; *provided* that Westchester's beneficial interest in the Environmental Trust Accounts shall be strictly limited to the interests described in Paragraphs 30 – 31 and 34 of the Consent Decree and Settlement Agreement. The Debtors and the Transferred Entities shall not have any rights to or interest in the Environmental Trust Assets distributed to the Environmental Trust Accounts, nor to any funds remaining in any of the Environmental Trust Accounts upon the completion of any and all final actions and disbursements for any and all final costs.

5.4. Transfer of Beneficial Interests

The interests of the Beneficiaries in the Environmental Response Trust, which are reflected only on the records of the Environmental Response Trust maintained by the Environmental Trustee, are not transferable except upon order of the Court or by operation of law, and in any event, only after written notice to the Environmental Response Trust. The Environmental Response Trust shall not be required to record any transfer in favor of any transferee where, in the sole discretion of the Environmental Trustee, such transfer is or might be construed to be ambiguous or to create uncertainty as to the holder of the interest in the Environmental Response Trust. Until a transfer is in fact recorded on the books and records maintained by the Environmental Response Trust for the purpose of identifying Beneficiaries, the Environmental Response Trust, whether or not in receipt of documents of transfer or other documents relating to the transfer, may nevertheless make distributions and send communications to the Beneficiaries, as though it has no notice of any such transfer, and in so doing the Environmental Response Trust and Environmental Trustee shall be fully protected and incur no liability to any purported transferee or any other Person. Interests in the Environmental Response Trust may not be transferred to the Debtors or any Persons related to the Debtors (within the meaning of Section 468B(d)(3) of the Internal Revenue Code).

ARTICLE VI.
REPORTING AND TAXES

6.1. Reports

As soon as practicable, but no later than 28 days after the end of each calendar quarter beginning with the quarter ended after the Effective Date and ending as soon as practicable upon

termination of the Environmental Response Trust, the Environmental Trustee shall submit to the Beneficiaries a written report, including: (a) financial statements of the Environmental Response Trust at the end of such calendar quarter or period and the receipts and disbursements of the Environmental Response Trust for such period; and (b) a description of any action to be taken by the Environmental Response Trust, and prior to such action being taken, in the performance of its duties which, as determined by outside counsel, accountants or other professional advisors, materially and adversely affects the Environmental Response Trust and of which notice has not previously been given to the Beneficiaries. The Environmental Response Trust shall promptly submit additional reports to the Beneficiaries whenever, as determined by outside counsel, accountants or other professional advisors, an adverse material event or change occurs which affects either the Environmental Response Trust or the rights of the Persons receiving distributions (including, without limitation, the Beneficiaries) hereunder.

6.2. Other

The Environmental Response Trust shall also file (or cause to be filed) any other statements, returns or disclosures relating to the Environmental Response Trust that are required by any applicable governmental unit.

6.3. Reports in Support of Insurance Claims

The Environmental Response Trust shall also file (or cause to be filed) reports and cost analyses in support of claims against insurance carriers at the request of the Environmental Agencies and shall provide the United States and each Environmental Agency a copy of any such reports and cost analyses.

6.4. Taxes

The Environmental Trustee shall be the “administrator,” within the meaning of Treasury Regulation Section 1.468B-2(k)(3), of the Environmental Response Trust. Subject to definitive guidance from the Internal Revenue Service or a judicial decision to the contrary, the Environmental Trustee shall file tax returns and pay applicable taxes with respect to the Environmental Response Trust in a manner consistent with the provisions of the QSF Regulations. All income taxes shall be paid from the Environmental Trust General Administrative Cost Account.

ARTICLE VII.
MISCELLANEOUS PROVISIONS

7.1. Amendments and Waivers

Any provision of this Agreement may be amended or waived by mutual written consent of the Environmental Trustee and the Beneficiaries; *provided, however*, that no change shall be made to this Agreement that would alter the provisions of Section 7.2 hereof or adversely affect the federal income tax status of the Environmental Response Trust as a “qualified settlement fund” (in accordance with Section 6.4 hereof), or, unless agreed to in writing by the affected Environmental Trustee, any of the rights or powers of the Environmental Trustee as contained in this Agreement. Technical amendments to this Agreement may be made, as necessary, to clarify this Agreement or

enable the Environmental Trustee to effectuate the terms of this Agreement, in a manner consistent with the Consent Decree and Settlement Agreement, with the mutual consent of the Environmental Trustee and the Beneficiaries.

7.2. Tax Treatment

The Environmental Response Trust created by this Agreement is intended to be treated as a qualified settlement fund pursuant to the QSF Regulations for federal income tax purposes, and to the extent provided by law, this Agreement shall be governed and construed in all respects consistent with such intent.

7.3. Cooperation

The Environmental Trustee shall take such actions and execute such documents as are reasonably requested by the Debtors and the Beneficiaries with respect to effectuating the Consent Decree and Settlement Agreement, this Agreement and the transactions contemplated thereby, *provided that* such actions are not inconsistent with this Agreement or the Consent Decree and Settlement Agreement. To the extent that the Debtors request the Environmental Response Trust and/or the Environmental Trustee to take such an action, the Environmental Response Trust and/or Environmental Trustee shall do so at the sole expense of the Debtors.

7.4. Situs of the Trust

The situs of the Trust herein established is Texas. To the extent the Bankruptcy Code or other federal law is applicable, the rights, duties, and obligations arising under this Agreement shall be governed by, and construed and enforced in accordance with, those laws as are applicable. Except as provided in Section 7.10 below or where the Bankruptcy Code or other federal law is not applicable, the rights, duties, and obligations arising under this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without giving effect to the principles of conflict of law thereof.

7.5. Severability

If any provision of this Agreement or application thereof to any Person or circumstance shall be finally determined by the Court to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7.6. Sufficient Notice

Any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if deposited, postage prepaid, in a post office or letter box addressed to the Person for whom such notice is intended, or via email (preferred unless otherwise stated by such Person), to the name and address set forth in the case of a Beneficiary in Section 5.2 of this Agreement or such other address provided in writing to the Environmental Response Trust by an authorized representative of the respective Beneficiary.

7.7. Headings

The section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or any term or provision hereof.

7.8. Actions Taken on Other Than Business Day

If any payment or act under the Consent Decree and Settlement Agreement or this Agreement is required to be made or performed on a date that is not a business day, then the making of such payment or the performance of such act may be completed on the next succeeding business day, but shall be deemed to have been completed as of the required date. For the purposes of this Agreement, a business day shall be any of the days Monday through Friday excluding national holidays.

7.9. Consistency of Agreements and Construction

To the extent reasonably possible, the provisions of this Agreement shall be interpreted in a manner consistent with the Consent Decree and Settlement Agreement. Where the provisions of this Agreement are irreconcilable with the provisions of the Consent Decree and Settlement Agreement, the provisions of the Consent Decree and Settlement Agreement shall prevail, with the exception of Section 3.2.1, 3.2.2, 3.2.3 and 3.2.4 in which case this Agreement controls.

7.10. Compliance with Laws

Any and all distributions of Environmental Trust Assets shall be in compliance with applicable laws, including, but not limited to, applicable federal and state securities laws.

7.11. Preservation of Privilege

In connection with the rights, claims, and causes of action that constitute the Environmental Trust Assets, any attorney-client privilege, work-product immunity, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Environmental Response Trust shall vest in the Environmental Response Trust and its representatives, and the Parties are authorized to take all necessary actions to effectuate the transfer of such privileges.

7.12. No Recourse to Beneficiaries

In no event shall the Beneficiaries have any responsibility for paying any expenses, fees, and other obligations of the Environmental Response Trust, and in no event shall the Environmental Response Trust or the Environmental Trustee, or any of their agents, representatives, or professionals, have recourse to the Beneficiaries therefor.

7.13. Status of Beneficiaries

No Beneficiary shall be deemed to be an owner, operator, 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 Designated Site, solely on account of this Agreement or the Consent Decree and Settlement Agreement, or actions contemplated thereby, or its status as a Beneficiary or party to this Agreement or the Consent Decree and Settlement Agreement.

7.14. Uniform Custodial Trust Act

This Agreement shall not be subject to any provision of the Uniform Custodial Trust Act as adopted by any state, now or in the future.

7.15. Prevailing Party.

If the Environmental Response Trust is the prevailing party in a dispute regarding the provisions of this Agreement or the enforcement thereof, the Environmental Response Trust shall be entitled to collect any and all costs, expenses and fees, including attorneys' fees, from the non-prevailing party incurred in connection with such dispute or enforcement action (except that the Environmental Agencies are not responsible for such costs, expenses and fees).

7.16. Authority of Environmental Agencies.

7.16.1. Nothing in this Agreement shall be deemed to limit the authority of the United States, the States, or the Environmental Agencies 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, the States, or the Environmental Agencies pursuant to such authority. Nothing in this Agreement shall be deemed to limit the information-gathering authority of the United States, the States, or the Environmental Agencies 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 Environmental Trustee from any disclosure or notification requirements imposed by CERCLA, RCRA, or any other applicable federal or state law, regulation or rule.

7.16.2. 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 this 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 this 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.

**THE UNDERSIGNED PARTIES ENTER INTO THIS AGREEMENT:
FOR THE UNITED STATES OF AMERICA:**

Date: _____

By: _____

BRUCE S. GELBER
Deputy Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

Date: _____

By: _____

ERIC D. ALBERT
Senior Attorney
D.C. Bar no. 486253
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044

Date: _____

By: _____

ALAN S. TENENBAUM
National Bankruptcy Coordinator
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044

FOR THE UNITED STATES OF AMERICA:

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

Date: _____

By: _____
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 Parker Bodine
Assistant Administrator
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency

**FOR THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION:**

Dated: _____.

JONATHAN H. ALDEN, ESQUIRE
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3900 Commonwealth Boulevard, MS 35
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**FOR THE GEORGIA ENVIRONMENTAL PROTECTION
DIVISION OF THE DEPARTMENT OF NATURAL RESOURCES**

Dated: _____

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

FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

By: KWAME RAOUL, Attorney General of Illinois

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

Dated: _____

By: _____
ELIZABETH WALLACE, Chief
Assistant Attorney General
Environmental Bureau
Illinois Attorney General's Office
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Chicago, IL 60610
312.814.5396
EWallace@atg.state.il.us

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: _____

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 LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY:

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

Date: _____

Dwayne M. Murray, LA Bar #18658
Bankruptcy Counsel to LDEQ
Murray & Murray, LLC
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225-925-1110
225-925-1116
dmm@murraylaw.net

And,

Date: _____

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*

FOR THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY:

Dated: _____

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

FOR THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION:

Dated: _____

Rodney L. Nesmith, P.E.
Regional Director
Southcentral Regional Office
909 Elmerton Avenue
Harrisburg PA 17110-8200
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mlanoce@pa.gov

FOR THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL:

Dated: _____

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

Dated: _____

SARA V. MARTINEZ, Chief Counsel for Environmental Quality Control
South Carolina Department of Health and Environmental Control
2600 Bull Street
Columbia, South Carolina 29201

D. CLAY ROBINSON, Assistant General Counsel
South Carolina Department of Health and Environmental Control
2600 Bull Street
Columbia, South Carolina 29201

FOR THE TENNESSEE DEPARTMENT OF ENVIRONMENT & CONSERVATION:

Tennessee Attorney General
Herbert H. Slatery III

Dated: _____.

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

FOR THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY:

Dated: _____.

KEN PAXTON
Attorney General of Texas
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FOR THE ENVIRONMENTAL TRUSTEE:

Dated: _____

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

FOR DEBTORS:

FOR WESTCHESTER:

FOR THE TRANSFERRED ENTITIES:

**APPENDIX C
NON-PERFORMING PROPERTIES**

1. Vernon, CA Non-Performing Property
2700 S. Indiana Street
Los Angeles, California 90058
2. Tampa, FL Non-Performing Property
3507 S. 50th Street
Tampa, Florida 33619
3. Columbus, GA Non-Performing Property
3639 Joy Road
Columbus, Georgia 31906
4. Kankakee, IL Non-Performing Property
2475 West Station Street
Kankakee, Illinois 60901
5. Logansport, IN Non-Performing Property
303 Water Street
Logansport, Indiana 46947
6. Frankfort, IN Non-Performing Property
555 Hoke Avenue
Frankfort, Indiana 46041
7. Baton Rouge, LA Non-Performing Property
2400 Brooklawn Drive
Baton Rouge, Louisiana 70807
8. Heflin, LA Non-Performing Property
6952 SR-531
Heflin, Louisiana 71039
9. Florence Former Smelter and Vacant Land, MS Non-Performing Property

407 Briarhill Road
Florence, Mississippi 39073

and

Olivia Slimon Drive
Florence, Mississippi 39073
10. Florence Former Battery Plant, MS Non-Performing Property

250 Ellis Street
Florence, Mississippi 39073

11. Hamburg, PA Non-Performing Property
280 Grand Street
Hamburg, Pennsylvania 19526

12. Oley, PA Non-Performing Property
Bull Road
Oley, Pennsylvania 19560

13. Reading Battery and Reading Residential, PA Non-Performing Property

3000 Montrose Avenue and 200 Spring Valley Rd.
Reading, Pennsylvania 19605
(Tax Parcel ID Nos.: 66-5318-09-26-1883, 66-5318-05-17-4974, 57-5318-05-17-8744
(Laureldale), and 66-5318-09-16-2064).

And

145-147 Spring Valley Rd
143 Spring Valley Rd
127 Spring Valley Rd
129 Spring Valley Rd
131 Spring Valley Rd
258 Spring Valley Rd
260 Spring Valley Rd
Vacant Land - Isabelle Ct & Josephine Drive
Reading, Pennsylvania 19605

14. Greer Battery and Greer Residential, SC Non-Performing Property

109 Chick Springs Road
Greer, South Carolina 29650

and

100 Bowers Circle (TMS# T010040104700)
101 Bowers Circle (TMS# T010040104600)
107 Bowers Circle (TMS# T010040104500)
110 Bowers Circle (TMS# T010040104800)
111 Bowers Circle (TMS# T010040104400)
112 Bowers Circle (TMS# T010040104900)
101 Bent Creek Drive (TMS# T010040100100)
103 Bent Creek Drive (TMS# T010040105400)
105 Bent Creek Drive (TMS# T010040105300)

107 Bent Creek Drive (TMS# T010040105200)
203 Bent Creek Drive (TMS# T010040104200)
207 Bent Creek Drive (TMS# T010040104000)
208 Bent Creek Drive (TMS# T010040106200)
209 Bent Creek Drive (TMS# T010040103900)
210 Bent Creek Drive (TMS# T010040106300)
212 Bent Creek Drive (TMS# T010040106400)
106 Sylvan Drive (TMS# T010040103600)
108 Sylvan Drive (TMS# T010040103700)
110 Sylvan Drive (TMS# T010040103800)
Greer, South Carolina 29650

15. Bristol, TN Non-Performing Property
364 Exide Drive
Bristol, Tennessee 30094

16. Memphis Smelter and Memphis Residential, TN Non-Performing Property

257 W. Mallory Avenue
Memphis, Tennessee 38109

and

Surplus Lots (17)
Mallory and Castex Avenues
Memphis, Tennessee 38109

17. Dallas, TX Non-Performing Property
3030 McGowan Street
Dallas, Texas 75203

18. Commerce Smelter Non-Performing Property
5831 & 5909 East Randolph Street
Commerce, California 90040

19. Fort Eerie Battery Plant
275 Fort Lewis Street
Fort Eerie, Ontario L2A 5N6 Canada

20. Frisco Smelter
7471 Old 5th Street
Frisco, Texas 75034

APPENDIX D

LIST OF TRANSFERRED ENTITIES

1. Exide International Holdings LP
2. Exide International Holdings GP LLC
3. Exide Holding Europe S.A.S.
4. Exide Technologies (Shanghai) Company Limited
5. Exide Australia Pty Limited Australia
6. Exide Technologies GmbH
7. Exide Technologies BV Belgium
8. Exide Technologies A/S
9. Exide Technologies Oy
10. Exide Technologies S.A.S.
11. Exide Technologies GmbH (includes a Switzerland branch)
12. Exide Technologies Operations GmbH & Co. KG
13. HAGEN Batterie AG
14. GNB Technologies (China) Limited
15. GNB Technologies (India) Private Limited
16. Tudor India Private Limited
17. Exide Technologies S.r.l.
18. Coöperatie Exide Europe U.A.
19. Exide Global Holding Netherlands C.V.
20. Exide Holding Netherlands B.V.
21. Exide Technologies B.V.
22. Exide Technologies Limited
23. Exide Technologies AS
24. Exide Technologies S.A.
25. Exide Technologies SSC sp. z o.o.
26. Exide Technologies, Lda.

27. Exide Technologies Recycling II, Lda.
28. G.V.B. – Gestão e Valorização de Baterias, Lda.
29. Exide Technologies LLC
30. Exide Singapore Pte Limited
31. Exide Holding Asia Pte Limited
32. Exide Technologies Recycling S.L.U.
33. Exide Technologies S.L.U.
34. Exide Transportation Holding Europe S.L.U.
35. Exide Technologies AB
36. GNB Batteries Trading MEA LLC
37. CMP Batteries Pension Limited
38. Euro Exide Corporation Limited
39. Exide Technologies (Transportation) Limited
40. GNB Industrial Power (UK) Limited
41. EH International, LLC

Appendix E
Included NPP Legal Descriptions

Tampa, FL Included NPP Legal Description

Parcel 1:

A tract in the Southwest 1/4 of the Northwest 1/4 of Section 34, Township 29 South, Range 19 East, in Hillsborough County, Florida, described as follows:

From the Northwest corner of said Southwest 1/4 of the Northwest 1/4 of Section 34, run East a distance of 51.5 feet to the East right-of-way line of State Road #45, thence South along the East right-of-way line a distance of 704.22 feet to the Point of Beginning; continue thence South along the said right-of-way line 618.60 feet to the intersection with the South boundary extended Eastward of Tract 14 in the Northwest 1/4 of Section 34, Township 29 South, Range 19 East, in South Tampa, according to map or plat thereof recorded in Plat [Book 6, Page 3](#), of the Public Records of Hillsborough County, Florida, run thence East along said extension of the South boundary of Tract 14, a distance of 776.4 feet to the Southwest corner of said Tract 14; run thence North along the West boundary of Tracts 14 and 11 of said subdivision, a distance of 723.75 feet to a point which is 560.62 feet South of the Northwest corner of Tract 11; run thence West parallel to the North boundary of Tract 11 extended Westward a distance of 576.65 feet to a point which is 200 feet East of the East right-of-way line of State Road #45; run thence South parallel to said East right-of-way line a distance of 106 feet; thence West parallel to the North boundary to Tract 11 extended Westward a distance of 200 feet to the Point of Beginning; less that part of the South 223.30 feet of said Southwest 1/4 of Northwest 1/4 lying within 75 feet of the survey line of State Road 45, Section 1006, Less and except from said parcel, the lands conveyed in Official Records [Book 1954, Pages 195](#) and [198](#), Official Records [Book 3364, Page 467](#) and Official Records [Book 3974, Page 434](#), all of the Public Records of Hillsborough County, Florida. Also, less any portion lying in the right of way of US Highway #41 (50th Street).

Parcel 2:

Commence at the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 29 South, Range 19 East, Hillsborough County, Florida, thence run West along the North line of said Northwest 1/4 of the Southwest 1/4 a distance of 591.45 feet, thence South 60 feet for a Point of Beginning; thence continue South 47 feet, thence West 108.55 feet, thence North 47 feet, thence East 108.55 feet to the Point of Beginning. Less and except from said parcel, the lands conveyed in Official Records [Book 1954, Pages 195](#) and [198](#), Official Records [Book 3364, Page 467](#), all of the Public Records of Hillsborough County, Florida. Also less any portion lying in the right of way of US Highway #41 (50th Street).

Parcel 3:

Commence at the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 29 South, Range 19 East, Hillsborough County, Florida, thence run West along the North line of said Northwest 1/4 of the Southwest 1/4 a distance of 541.45 feet for a Point of Beginning, thence continue West 158.55 feet, thence run South parallel to the East line of said Northwest 1/4 of the Southwest 1/4, 60 feet, thence run East 158.55 feet, thence run North 60 feet to the Point of Beginning. Less and except

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Tampa, FL Included NPP Legal Description

from said parcel, the lands conveyed in Official Records [Book 1954, Pages 195 and 198](#), Official Records [Book 3364, Page 467](#), all of the Public Records of Hillsborough County, Florida. Also less any portion lying in the right-of-way of US Highway #41 (50th Street).

Parcel 4:

Lot 4, Block 6, Selma Subdivision, according to map or plat thereof as recorded in Plat [Book 26, Page 105](#), of the Public Records of Hillsborough County, Florida.

Parcel 5:

Lot 1 in Block 7 of Selma Subdivision, according to map or plat thereof as recorded in Plat [Book 26, Page 105](#), of the Public Records of Hillsborough County, Florida, together with the West 1/2 of the vacated street abutting on the East, known as Sagasta Avenue.

Parcel 6:

Lots 2 and 3 in Block 7 of Selma Subdivision, according to map or plat thereof recorded in Plat [Book 26, Page 105](#), of the Public Records of Hillsborough County, Florida, together with the East 1/2 of Jersey Avenue (47th) abutting on the West.

Parcel 7:

Lot 1, less the East 20 feet thereof, all of Lots 2 and 3 in Block 8 of Selma Subdivision, according to map or plat thereof recorded in Plat [Book 26, page 105](#), of the Public Records of Hillsborough County, Florida, together with the East 1/2 of the vacated street abutting on the West, known as Sagasta Avenue.

Parcel 8:

Block 34 of South Tampa Villa Sites, according to map or plat thereof recorded in Plat [Book 6, Pages 58 and 59](#), of the Public Records of Hillsborough County, Florida, being described as: Begin at the Southwest corner of Lot 4 in Block 34 of said South Tampa Villa Sites, according to map or plat thereof recorded in Plat [Book 6, Page 59](#) of the Public Records of Hillsborough County, Florida, and run thence East along the South line of said Lot 4, extended 548.86 feet to U.S. Highway No. 41, run thence North along said Highway 148.6 feet to the Southeast corner of Lot 1 in Block 8 of Selma Subdivision, according to map or plat thereof recorded in Plat [Book 26, Page 105](#), of the Public Records of Hillsborough County, Florida, thence West along the South boundary of Block 8 of said Selma Subdivision, 548.8 feet more or less, to a point 148.6 feet North of the Point of Beginning, run thence South 148.6 feet, more or less to the Point of Beginning; together with the East 1/2 of the vacated street abutting on the West, known as Sagasta Avenue.

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AMERICAN
LAND TITLE
ASSOCIATION



Tampa, FL Included NPP Legal Description

Less such portions of above parcels as have been conveyed to the State of Florida for the use and benefit of the State Road Department of Florida in Deed [Book 2081, Page 399](#); Deed [Book 2081, Page 401](#); Official Records [Book 16, Page 552](#), all of the Public Records of Hillsborough County, Florida.

Parcel 9:

Lots 4, 5 and 6 in Block 33 of South Tampa Villa Sites, according to map or plat thereof as Plat [Book 6, Page 58](#), of the Public Records of Hillsborough County, Florida, together with the West 1/2 of the vacated street abutting on the East, known as Sagasta Avenue, and the East 1/2 of Jersey Avenue (47th) abutting on the West.

Parcel 10:

A tract consisting of part each of Lots 1, 2 and 6 and part of the 10 foot wide alley, in Block 27, of South Tampa Villa Sites, according to map or plat thereof recorded in Plat [Book 6, Page 58](#), of the Public Records of Hillsborough County, Florida; said tract in Block 27 being described as follows:

From the Northeast corner of said Lot 1, Block 27, run South 89°57'30" West, along the North boundary of said Block 27 a distance of 194.3 feet; run thence South 14°57' East, parallel to and 35.0 feet Northeasterly from the center line of the Seaboard Coast Line Railroad track, a distance of 59.8 feet; run thence Southeasterly along the arc of a circular curve to the left (radius - 493.34 feet) a distance of 226.73 feet (chord - 224.74 feet, chord bearing - South 52°42'15" East) to a point on the East boundary of said Lot 6, Block 27; run thence North along the East boundary of said Block 27, a distance of 194.08 feet to the Point of Beginning; Less and except therefrom that portion contained in Official Records [Book 2220, Page 731](#), of the Public Records of Hillsborough County, Florida, together with the South 1/2 of the vacated street abutting on the North, known as Columbia Street.

Parcel 12:

A part of the Southwest 1/4 of the Northwest 1/4 of Section 34, Township 29 South, Range 19 East, Hillsborough County, Florida, being bounded on the West by State Road No. 45 (U.S. No. 41 and/or 50th Street); on the North by 36th Avenue and on the East by a part of Tract 14 of South Tampa Subdivision, according to the map or plat thereof recorded in [Plat Book 6, Page 3](#), of the Public Records of Hillsborough County, Florida and being more particularly described as follows:

From the Southwest corner of the Northwest 1/4 of Section 34, Township 29 South, Range 19 East, Hillsborough County, Florida, run Easterly 75.55 feet along the South boundary of the said Southwest 1/4 of the Northwest 1/4 to the Easterly right-of-way limits on the said State Road No. 45 for a Point of Beginning; thence along the Easterly right-of-way limits of State Road No. 45; run thence North 218.01 feet to the Southerly right-of-way limits of 36th Avenue South, as described in Official Records [Book 1954, Page 198](#), of the Public Records of Hillsborough County, Florida; thence along said Southerly right-of-way limits of 36th Avenue South; run South 89°33'15" East, 352.85 feet to the point of curvature of a curve to the right, having a radius of 422.15 feet; thence run Southeasterly 183.77 feet along the arc of said curve

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Tampa, FL Included NPP Legal Description

(chord bearing South 77°04'59" East, 182.32 feet) to the point of tangency; thence run South 64°36'43" East, 243.61 feet, more or less, to the West boundary of Tract 14 of South Tampa, according to map or plat thereof recorded in Plat [Book 6, Page 3](#), of the Public Records of Hillsborough County, Florida; run thence Southerly, 70.20 feet along said West boundary of and to the Southwest corner of said Tract 14 of said South Tampa; thence run Westerly, 750.43 feet along the South boundary of the Southwest 1/4 of the Northwest 1/4 of Section 34, Township 29 South, Range 19 East, Hillsborough County, Florida, to the Point of Beginning.

Parcel 13:

That part of the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 29 South, Range 19 East, lying North of the centerline of Delaney Creek, less the East 700.00 feet thereof; also less right-of-way for 50th Street (U.S. Highway No. 41), and also less that part for Channel Change right-of-way for Delaney Creek, all lying and being in Hillsborough County, Florida.

Parcel 14:

Lots 1 and 6, Block 35, South Tampa Villa Sites Subdivision, according to the map or plat thereof, as the same is recorded in Plat [Book 6, Page 58](#), of the Public Records of Hillsborough County, Florida, less rights-of-way for State Road conveyed by Deed recorded in [Deed Book 1009, Page 441](#), and in Official Records [Book 14, Page 414](#), of the Public Records of Hillsborough County, Florida, together with that portion of the 10 foot wide alley lying between said lots.

Parcel 15:

Lots 1, 2 and 3, LESS the North 5 feet of each lot, Block 36, South Tampa Villa Sites, according to the plat thereof recorded in [Plat Book 6, Page 58](#), of the Public Records of Hillsborough County, Florida.

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Columbus, GA Included NPP Legal Description

Tract I Parcel 1 — Fee:

All that tract or parcel of land lying and being in Land Lot 123 of the Coweta Reserve, Muscogee County, Georgia, and being more particularly described as follows:

Beginning at an iron pin designating the intersection of the West line of Allied Drive with the South line of Joy Road; run thence South 00 degrees 30 minutes west along the West line of Allied Drive 560.00 feet to an iron pin; thence run North 89 degrees 30 minutes West 466.00 feet to an iron pin; thence run South 00 degrees 30 minutes West 348.00 feet to an iron pin located on the Northerly right-of-way line of Central of Georgia Railroad (Southern Railway System); running thence North 89 degrees 30 minutes West 186.90 feet along said right-of-way to an iron pin; running thence North 00 degrees 30 minutes East 368.00 feet to an iron pin; running thence South 89 degrees 30 minutes East 36.90 feet to an iron pin; running thence North 00 degrees 30 minutes East 540.00 feet to an iron pin on the South line of Joy Road; running thence South 89 degrees 30 minutes East 616.00 feet along the South line of Joy Road to the Point of Beginning.

Parcel 7 - Fee:

All that tract or parcel of land situate, lying and being in the State of Georgia, County of Muscogee and City of Columbus, and being known and designated as Part of Land Lot Numbered One Hundred Six (106), of the Coweta Reserve of Columbus (Muscogee County), Georgia, and more particularly described within the following metes and bounds, to-wit:

Beginning at an iron stake located where the Northern line of said Land Lot 106 of said Coweta Reserve intersects the Northeastern right-of-way line of the main line of the Central of Georgia Railway Company, and from said beginning point running South 89 degrees 40.5 minutes East 66.05 feet to another iron stake; thence running South 70 degrees 22 minutes East 397.65 feet to another iron stake; thence running South 00 degrees 07.5 minutes East 195 feet to another iron stake located where the Western boundary line of a 100 foot wide Georgia Power Company easement intersects the Northwestern right-of-way line of a 60 foot wide unnamed road (an easement to which said unnamed road was deeded by Empire Land Company to the Board of Commissioners of Roads and Revenues for Muscogee County, Georgia, by deed dated December 23, 1955, and recorded in [Deed Book 553, Folio 326](#), in the Office of the Clerk of the Superior Court of Muscogee County, Georgia); thence running South 14 degrees 57.5 minutes West and along the Northwestern right-of-way line of said last mentioned road, 151.11 feet in another iron stake; thence running Northwesterly along a curved line and clockwise (radius of which is 456.24 feet) 248.18 feet to another iron stake; thence running North 37 degrees 24.5 minutes West 54.52 feet to another iron stake located on the Northeastern right-of-way line of the main line of the Central of Georgia Railway Company; and thence running North 31 degrees 28.5 minutes West and along the Northeastern right-of-way line of said Railway Company, a distance of 331.93 feet to the beginning iron. Said tract or parcel of land is shown and designated as "Tract 2 - 2.431 I AC" on a map or plat entitled "Survey of Part of Land Lots 106 and 123, Coweta Reserve, Columbus, Muscogee County, Georgia," dated December 26, 1968, made by Siegel Engineering Company, and recorded in [Plat Book 44, Folio 117](#), in the Office of the aforementioned Clerk. Located thereon is building #821 Joy Road, according to the present numbering of buildings in Columbus, Georgia, plus other improvements.

Parcel Eight - Fee:

A parcel of land 60 feet in width, lying in Land Lots No. 106 and 123 of the Coweta reserve; extending from the North line of said Land Lots No 106 and 123, to the Easterly right of way line of Central of Georgia Railway Company; the center of said parcel of land beginning at a point on the North line of Land Lot No. 123, 567.76 feet more or less, East of the center line of Central of Georgia Railway Company's main track, Americus District; measured along the North line of said Land Lots No. 106 and 123; extending thence in a general Southerly and Southwesterly direction, along the center line of said parcel, a distance of 621.5 feet more or less, to a point on the said Easterly right-of way line of Central of Georgia Railway

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Columbus, GA Included NPP Legal Description

Company, all as shown on a map or plat thereof recorded in the Office of the Clerk of the Superior Court of Muscogee County, Georgia in [Plat Book 15, Folio 58](#).

Parcel Nine - Fee:

All that lot, tract or parcel of land situate, lying and being in Land Lot 123 of the Coweta Reserve, Columbus, Muscogee County, Georgia, containing 35,041 square feet or 0.80 acres of land, all as shown on that certain map or plat entitled "Right of Way Abandonment: Portion of Joy Road West of Allied Drive," which map or plat was prepared by the Department of Engineering, Columbus, Georgia; is dated April 8, 1997; is numbered E-1049.

Less and Except an easement 15 feet in width, lying equidistance along the center line of the existing storm sewer on the above described property, as well as an easement of appropriate width, as required by the appropriate utility companies, for any unknown existing utility lines or equipment on the subject property.

Tract II - Fee

A parcel of land lying in Land Lot 123 of the Coweta Reserve, Columbus, Muscogee County, Georgia, containing 8.77 acres, more or less, and being more particularly described as follows:

From an iron stake at the intersection of the North line of Land Lot 123, Columbus, Muscogee County, Georgia and the East right-of-way line of Allied Drive, said iron being the Point of Beginning: Run thence North 87 degrees 38 minutes 19 seconds East, a distance of 592.59 feet to an iron stake on the West right-of-way line of the Lindsay Creek By-Pass (Interstate Highway 185); run thence South 07 degrees 42 minutes 20 seconds East along said right-of-way line for a distance of 417.71 feet to a concrete marker; run thence Southeasterly along a curve, concave to the Southeast, having a radius of 11,358.58 feet, and an arc distance of 202.63 feet to an iron stake; leaving said right of way line, run thence North 89 degrees 33 minutes 14 seconds West, a distance of 678.60 feet to an iron stake on the East right-of-way line of Allied Drive; run thence North 00 degrees 30 minutes 00 seconds East along said right-of-way line a distance of 585.29 feet to an iron stake at the Point of Beginning.

Tract III – Fee

All that tract or parcel of land situate, lying and being in Land Lot 123 of the Coweta Reserve of Muscogee County, Georgia, being embraced within the following metes and bounds:

Beginning at an iron pin on the North right-of-way line of Joy Road (70 feet wide) 275 feet West of the intersection of said North right-of-way line of Joy Road with the West right-of-way line of Allied Drive, and running thence North 87 degrees 55-1/2 minutes West, and along said North right-of-way of Joy Road a distance of 225.58 feet to an iron pin located in said North right-of-way line of Joy Road; running thence North 02 degrees 02-1/2 minutes East, and along the line dividing the property herein conveyed from the property now or formerly owned by The Connrex Corporation, a distance of 450 feet to an iron pin located on the South right-of-way line of the Central of Georgia Railway Company; running thence South 87 degrees 57-1/2 minutes East, and along said South right-of-way line of Central of Georgia Railway Company, a distance of 15.53 feet to an iron stake; running thence South 80 degrees 12-1/2 minutes East, and along said right-of-way line of Central of Georgia Railway Company, a distance of 120.85 feet to an iron pin; running thence in an Easterly and counterclockwise direction, along the Southern right-of-way curved (radius of 488.34 feet) line of said Central of Georgia Railway Company right-of-way a distance of 65.67 feet to an iron pin; running thence South 87 degrees 55-1/2 minutes East, a distance of 24.82 feet to an iron pin; running thence South 02 degrees 02-1/2 minutes West, and along the line dividing the property herein conveyed from the property now or formerly owned by Alexander Brothers Lumber Company, a distance of 429.73 feet to the point of beginning, together with all improvements located upon said property. The

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Columbus, GA Included NPP Legal Description

above-described property is shown upon a map or plat entitled "Survey of Part of Land Lot 123, Coweta Reserve, Columbus, Muscogee County, Georgia," prepared by Siegel Engineering Company under date of March 26, 1973.

Tract IV - Fee

All that tract or parcel of land situate, lying and being in Land Lot 106 of the Coweta Reserve, City of Columbus, Muscogee County, Georgia, more particularly described as follows:

Commencing at the common corner of Land Lots 106, 107, 122 and 123 of the Coweta Reserve of Muscogee County, Georgia, said point being the Point of Reference; thence South 16 degrees, 27 minutes, 25 seconds West, a distance of 490.98 feet to a 1/2 inch rebar set on the Northwesterly right-of-way line of Joy Road (60 foot right-of-way width), said point being the Point of Beginning, thence, proceeding along the boundaries of said parcel of land in a clockwise direction, as follows: along the Northwesterly right-of-way of Joy Road and following a curve to the right having a radius of 203.32 feet and an arc length of 108.48 feet, being subtended by a chord having a bearing of South 30 degrees 41 minutes 12 seconds West and a length of 107.20 feet to a one-half inch rebar set at the intersection of said right-of-way line of Joy Road with the Northeasterly right-of-way line of a Central of Georgia Railroad (50 foot right of width); thence along said Central of Georgia right-of-way line North 31 degrees 06 minutes 37 seconds West, a distance of 333.85 feet to a one-half inch rebar set on said Central of Georgia right-of-way line; thence South 36 degrees 57 minutes 56 Seconds East, a distance of 54.62 feet to a one-half inch rebar set; thence along curve to the left having a radius of 456.24 feet, an arc length of 248.57 feet being subtended by a chord having a bearing of South 52 degrees 20 minutes 23 seconds East and a length of 245.51 feet to a one-half inch rebar set on the Northwesterly right-of-way line of Joy Road, said point being the Point of Beginning.

Said tract or parcel containing 0.27 acres on 11,744 square feet of land, more or less, and is the same as that shown on a plat of boundary survey prepared by Donaldson, Garrett & Associates, Inc., and James W. Newberry, Jr., Georgia Registered Land Surveyor No. 2558, dated June 25, 1997 and identified as Drawing Number 2796-97-C.

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Kankakee, IL Included NPP Legal Description**For APN/Parcel ID(s): 16-08-36-400-003 and 07-08-36-300-005**

That part of the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 36, Township 31 North, Range 11 East of the Third Principal Meridian, situated in Kankakee County, Illinois, described as follows:

Beginning at the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 36; thence North along the West line of said Southeast Quarter of the Southwest Quarter forming an angle in the Northeast Quadrant of $90^{\circ}6'$ with the South line of said Section 36, a distance of 878.46 feet; thence Southeasterly along a straight line forming an angle in the Southeast Quadrant of $81^{\circ}47'$ with said West line of the Southeast Quarter of the Southwest Quarter, a distance of 1732.48 feet; thence South along a straight line forming an angle in the Southwest Quadrant of $98^{\circ}26'$ with last described line, a distance of 41.42 feet; thence East along a straight line forming an angle in the Southeast Quadrant of $89^{\circ}54'$ with the Southerly prolongation of last described line, a distance of 235.34 feet; thence South along a straight line forming an angle in the Southwest Quadrant of $90^{\circ}6'$ with the last described line, a distance of 593.36 feet, more or less, to the South line of said Section 36; thence West along the South line of said Section 36 forming an angle in the Northwest Quadrant of $89^{\circ}41'$ with last described line, a distance of 1952.46 feet, more or less, to the point of beginning;

EXCEPT, a strip of land across the Southeast Quarter of the Southwest Quarter, and the West Half of the Southwest Quarter of the Southeast Quarter, all in Section 36, Township 31 North, Range 11 East of the Third Principal Meridian, situated in Kankakee County, Illinois, the said strip being a uniform width of 50 feet on the North side of the transit line from the existing East right of way line for the North-South Township Road at Station 1475 plus 97 to Station 1490 plus 39, decreasing from a width of 50 feet at Station 1490 plus 39 to a width of 40 feet at Station 1490 plus 39, being a uniform width of 40 feet from Station 1490 plus 39 to Station 1491 plus 53, decreasing from a width of 40 feet at Station 1491 plus 53 to a width of 32 feet at Station 1491 plus 53, being a uniform width of 32 feet from Station 1491 plus 53 to Station 1591 plus 81, increasing from a width of 32 feet at Station 1491 plus 81 to a width of 40 feet at Station 1491 plus 81, being of uniform width of 40 feet from Station 1491 plus 81 to the existing West right of way line for the North-South public road at Station 1495 plus 30, EXCEPT that portion which is used as a public highway. The said transit line of the transit lien for road survey and plans for S.B.I. Route 17, Section 11 W and 11X-2 as the said transit line is now surveyed and staked out by the Department of public Works and Buildings of the State of Illinois and is shown by plat recorded in Book 817, Page 111 of the Recorder's records of Kankakee County, Illinois.

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Logansport, IN Included NPP Legal Description**For APN/Parcel ID(s): [09-17-56-100-001.000-010](#)**

Tract I:

A tract of land in the City of Logansport, Eel Township, Cass County, lying West of the North Third Street and South of Water Street, which is contained within the following metes and Bounds:

Commencing at a point in the West line of the North Third Street in the City of Logansport, 122.78 feet Northerly from the Northeast corner of Lot Numbered 100 in D.D. Dykeman's Park Place Addition, said point being 43.50 feet North, measured at right angles from the main tracks of the South Bend Division of the P. C. C. and St. L. Railroad (now Pennsylvania Railroad); thence North 19 degrees 54 minutes 47 seconds West a distance of 66.34 feet along the West line of said Third Street to the back of the curb on the South line of Water Street; thence North 71 degrees 58 minutes 29 seconds West a distance of 828.14 feet along the aforesaid curb to a railroad spike found, being the place of beginning; thence continuing along said curb North 72 degrees 00 minutes 00 seconds West a distance of 1277.23 feet to an iron pipe found on the East line of Aster Street, as now established; thence along the Aster Street South 00 degrees 20 minutes 24 seconds West a distance of 541.69 feet to an iron pin found on the South line of Daisy Street extended; thence along the South line of Daisy Street extended South 89 degrees 45 minutes 08 seconds West a distance of 20.00 feet to an iron pipe found; thence South 00 degrees 40 minutes 08 seconds West a distance of 335.69 feet to an iron pipe found; thence North 84 degrees 33 minutes 02 seconds East a distance of 1194.07 feet to an iron pin found; thence North 08 degrees 11 minutes 48 seconds East a distance of 373.15 feet to the Place of Beginning.

Tract II:

An easement 16 feet wide for railroad spur line purposes, over and across the following described real estate, to-wit:

A tract of land in the City of Logansport, Eel Township, Cass County, Indiana, lying West of North Third Street, South of Water Street and North of the Pennsylvania Railroad (Butler Branch) which is contained within the following metes and bounds, to-wit:

Beginning at an iron pin, at or near, the West line of North Third Street in said City, said pin being 43.50 feet measured at right angles from the centerline of the main track of the Butler Branch of the Pennsylvania Railroad, said pin also being 122.78 feet Northerly from the Northeast corner of Lot 100 of Dykeman's Park Place Addition to said city; thence North 20 degrees 02 minutes West 74.75 feet on or near the West line of North Third Street on Water Street; thence North 72 degrees 03 minutes West parallel to the centerline of Water Street 824.97 feet; thence South 07 degrees 56 minutes 3 seconds West 373.31 feet; thence North 89 degrees 50 minutes East 434.01 feet to a point 43.5 feet from the centerline of the main track of the Butler branch of the Pennsylvania Railroad measured at right angles therefrom; thence North 84 degrees 07 seconds East 430 feet to the place of beginning, the centerline of such easement runs the course marked "in red" on a survey prepared by Wayne D. Doran, Registered Engineer No. 2701 dated April 22, 1963, which easement is for railroad spur line purposes only and shall automatically expire when, as and if it shall no longer be used for such purposes; together with the right

EXHIBIT "A"
Legal Description

ingress and egress, from time to time, along and over said easement for the limited purposes of inspecting, repairing, maintaining and replacing the said railroad tracks which constitute the said spur line, as and when the same shall be necessary.

Tract III:

A right of way and easement, 30 feet in width, the centerline of which follows the same course as the centerline of the sixteen foot easement referred to above granted to The Electric Storage Battery Company by Easement Grant date June 25, 1963, from William Scheele and Sons Company, Inc. and recorded June 25, 1963 in [Miscellaneous Record 57, pages 594-595](#) of the record on file in the Office of the Recorder of Cass County, Indiana.

Frankfort, IN Included NPP Legal Description

For APN/Parcel ID(s): 12-10-11-201-014.000-021, 12-10-11-201-013.000-021, 12-10-11-201-012.000-021, 12-10-11-201-011.000-021, 12-10-11-201-010.000-021, 12-10-11-201-009.000-021, 12-10-11-201-008.000-021, 12-10-11-201-007.000-021, 12-10-11-201-006.000-02, 12-10-11-201-005.000-021, 12-10-11-201-004.000-021, 12-10-11-201-003.000-021, 12-10-11-201-002.000-021, 12-10-11-201-001.000-021, 12-10-02-456-006.000-021, 12-10-02-456-005.000-021, 12-10-02-456-002.000-021 and 12-10-02-456-001.000-021

Part of the Southeast Quarter of Section 2 and part of the Northeast Quarter of Section 11, Township 21 North, Range 1 West of the Second Principal Meridian, Clinton County, Indiana, described as follows:

BEGINNING at a railroad spike at the Southwest corner of said Southeast Quarter; thence North 00 degrees 19 minutes 37 seconds West (basis of bearings taken from the centerline of Washington Avenue as shown in a deed recorded in [Deed Record 221, pages 357 and 358](#) in the Office of the Recorder of Clinton County, Indiana) on and along the West line thereof 50.84 feet to a railroad spike on the centerline of Washington Avenue; thence North 62 degrees 21 minutes 18 seconds East on and along said centerline 493.47 feet to a railroad spike at the Northwest corner of a parcel of land conveyed from Baker to Wann on September 3, 1993 and recorded as Instrument No. 93-3930 in the Office of the Recorder of Clinton County, Indiana; thence South 16 degrees 32 minutes 25 seconds East on and along the Westerly line of said Wann real estate and the Westerly line of a parcel of land conveyed from Baker to Strange on August 12, 1977 and recorded as Instrument No. 77-2861 in the Office of the Recorder of Clinton County, Indiana, 241.66 feet to a 5/8 inch rebar with plastic cap stamped Moses at the Southwest corner of said Strange; thence North 88 degrees 59 minutes 40 seconds East on and along the Southerly line of said Strange real estate, 156.52 feet to a railroad spike on the centerline of Kelley Street and the Southeast corner of said Strange real estate; thence South 00 degrees 01 minute 55 seconds West on and along said centerline 53.26 feet to a railroad spike on the South line of said Southeast Quarter; thence North 89 degrees 47 minutes 39 seconds West on and along said South line 22.00 feet to a 5/8 inch by 36 inch rebar with yellow cap stamped BCI (hereinafter referred to as a BCI Monument) on the Westerly right-of-way line of Kelley Street; thence South 00 degrees 12 minutes 57 seconds East on and along said right-of-way 557.63 feet to a BCI Monument on the Northerly right-of-way line of the Norfolk and Western Railroad; thence South 55 degrees 20 minutes 26 seconds West on and along said Northerly right-of-way line 363.14 feet to a BCI Monument at the point of curvature of a curve to the right, the radius point of said curve bears North 34 degrees 39 minutes 34 seconds West 2835.99 feet from said point, and the chord bears South 59 degrees 20 minutes 19 seconds West 395.46 feet from said point; thence Southwesterly on and along said curve 395.78 feet to a railroad spike at the point of tangency of said curve, the radius point bears North 26 degrees 39 minutes 48 seconds West 2835.99 feet from said point, said point also being on

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Frankfort, IN Included NPP Legal Description

the West line of said Northeast Quarter of Section 11; thence North 00 degrees 11 minutes 51 seconds West on and along said West line of said Northeast Quarter 968.12 feet to the Point of Beginning.

THE ABOVE LEGAL DESCRIPTION INCLUDES LOTS 359, 360, 361 362, 363, 364, 380, 381, 382, 383, 384, 385 AND 386 IN THE KELLY ADDITION TO THE CITY OF FRANKFORT.

EXCEPTING THEREFROM that part conveyed to the City of Frankfort, Indiana by Quitclaim Deed recorded February 22, 2018 as Instrument No. [20180566](#), more particularly described as follows:

A part of the West Half of the Northeast Quarter of Section 11, Township 21 North, Range 1 West, Clinton County, Indiana, and being that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked Exhibit "B", described as follows: Beginning at the northwest corner of said quarter section, said northwest corner being designated as point "500" on said plat; thence North 89 degrees 56 minutes 59 seconds East 26.32 feet along the north line of said section; thence South 1 degree 33 minutes 00 seconds East 18.77 feet to point "612" designated on said plat; thence South 87 degrees 56 minutes 44 seconds West 26.66 feet to the west line of said quarter section; thence North 0 degrees 31 minutes 08 seconds West 19.70 feet along said west line to the Point of Beginning and containing 0.012 acres, more or less, inclusive of the presently existing right of way which contains 0.006 acres, more or less.

AND

A part of the Southwest Quarter of the Southeast Quarter of Section 2, Township 21 North, Range 1 West, Clinton County, Indiana, and being that part of the grantor's land lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked Exhibit "B", described as follows: Beginning at the southwest corner of said Southeast Quarter, said southwest corner being designated as point "500" on said plat; thence North 0 degrees 36 minutes 54 seconds West 22.35 feet along the west line of said Southeast Quarter to the prolongation of the southeastern boundary of Washington Avenue (also known as Frankfort and Michigantown Road) as established by Commissioners' Record 2, page 1868; thence North 61 degrees 53 minutes 06 seconds East 40.50 feet along the prolonged boundary of said Washington Avenue and along the southeastern boundary of Washington Avenue to point "613" designated on said plat; thence South 32 degrees 31 minutes 38 seconds West 18.36 feet to point "616" designated on said plat; thence South 1 degree 33 minutes 00 seconds East 25.95 feet to the south line of said section; thence South 89 degrees 56 minutes 59 seconds West 26.32 feet along said south line to the Point of Beginning and containing 0.019 acres, more or less, inclusive of the presently existing right of way which contains 0.008 acres, more or less.

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Baton Rouge, LA Included NPP Legal Description

A certain tract or parcel of land, together with all buildings and improvements thereon, and all servitudes, privileges, advantages, appurtenances thereunto belonging, situated in the Parish of East Baton Rouge, State of Louisiana, in Section 44, Township 5 South, Range 1 West, and being more fully described as follows:

Tract "Z-1-A-1" containing 70.41 acres, more or less, as more fully shown on that survey prepared by Paul J. Morel, PLS, of Forte & Tablada, Inc., Consulting Engineers, dated December 12, 1996, and recorded as attached to [Original 587](#), [Bundle 10766](#) of the records of East Baton Rouge Parish, Louisiana.

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Heflin, LA Included NPP Legal Description**Tract 1 and 2 - COB 430, Page 716:**

A tract of land in the West Half of Southeast Quarter and the Northeast Quarter of the Southwest Quarter (W/2 of SE/4 and NE/4 of SW/4) of Section 14, Township 17 North, Range 9 West, Webster Parish, Louisiana, being the same property acquired by Woodard Walker Lumber Company, Inc., by Deed recorded in [Conveyance Book 223, Page 397](#), and by Kennon-Treat, Inc. by Deed recorded in [Volume 397, Page 415](#), of the Conveyance Records and by Heflin Industries, Inc. by Deed recorded in [Volume 405, Page 255](#) of the Conveyance Records of Webster Parish, Louisiana, more particularly described as follows:

From a point 85.5 feet South of the Northwest corner Of Southwest Quarter of Southeast Quarter (SW/4 of SE-1/4) of said Section 14, Township 17 North, Range 9 West, Webster Parish, Louisiana, run North 43 degrees 15 minutes East 209 feet; thence South 46 degrees 45 minutes East 783 feet; thence South 67 degrees 30 minutes West 572 feet; thence North 17 degrees 3 minutes West 630.89 feet more or less to the Point of Beginning, containing six (6) acres more or less, together with all improvements thereon and all rights thereto belonging.

And Also:

Begin at the Northeast corner of the Southeast Quarter of the Southwest Quarter (SE/4 of SW/4) of Section 14, Township 17 North, Range 9 West, Heflin, Webster Parish, Louisiana; thence run East 40.6 feet; thence run North 43 degrees 30 minutes East 682 feet, to the Point of Beginning; thence run North 58 degrees 12 minutes East 210 feet; thence North 31 degrees 48 minutes West 598.42 feet; thence North 64 degrees 30 minutes West 1,185.92 feet; thence South 69 degrees West 404.6 feet; thence South 21 degrees East 300 feet; thence South 64 degrees 30 minutes East 1,636 feet to the Point of Beginning, containing 19.026 acres more or less, together with all improvements thereon and all rights thereto belonging.

Tract 3 - COB 435, Page 231:

Begin at the Northeast corner of the Southeast Quarter of Southwest Quarter (SE/4 of SW/4) of Section 14, Township 17 North, Range 9 West, Webster Parish, Louisiana, and run South 85.5 feet to the Point of Beginning; thence run South 16 degrees 00 minutes East 219 feet; thence run South 57 degrees 10 minutes West 404.89 feet; thence North 22 degrees 53 minutes West 51.43 feet; thence North 57 degrees 10 minutes East 232.18 feet; thence North 31 degrees 45 minutes West 122.9 feet; thence North 48 degrees 10 minutes East 228 feet to the Point of Beginning, Together with all improvements thereon and all rights thereto belonging, as shown by plat of survey prepared by Doyle P. Sanders, a copy of which plat is annexed hereto and made a part hereof.

Less and Except - COB 443, Page 714:

Begin at the Northeast corner of the Southeast Quarter of Southwest Quarter (SE/4 of SW/4) of Section 14, Township 17 North, Range 9 West, Webster Parish, Louisiana, and run South 85.5 feet; thence run South 16 degrees 00 minutes East 219 feet; thence run South 57 degrees 10 minutes West 164.79 feet to the Point of Beginning; thence continue South 57 degrees 10 minutes West 240.1 feet to East right-of-way line of road at a point lying 70 feet from center line of L & A Railroad; thence North 22 degrees 53 minutes West 51.43 feet; thence North 57 degrees 10 minutes East 232.18 feet; Thence South 31 degrees 45 minutes East 51.12 feet to the Point of Beginning, which tract is outlined in red and marked "Thornton" on copy of plat of survey annexed hereto, together with all improvements thereon and all rights thereto belonging.

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Florence Former Smelter and Vacant Land, MS Included NPP Legal Description (part 1)

The land referred to herein below is situated in the County of Rankin, of Mississippi, and is described as follows:

Begin at the Northeast corner of Section 29, Township 4 North, Range 2 East, go South 89°45' West for 2849 feet to Point of Beginning, from Point of Beginning go South 89°45' West for 1089.6 feet, go South 00°26' East for 1316.8 feet, go South 89°16' West for 1311 feet, go South 00°29' East for 716.2 feet, go South 59°00' East for 1842 feet, go North 25°19' East for 447.5 feet, go North 26°37' East for 596 feet, go North 30°04' East for 371 feet, go North 5°09' East for 1752.5 feet to Point of Beginning, containing 90 acres, more or less, in Section 29, Township 4 North, Range 2 East, Rankin County, Mississippi.

Less and except:

A tract of land containing 4.30 acres, more or less, lying and being situated in the SE 1/4 of the NW 1/4 of Section 29, Township 4 North, Range 2 East, Town of Florence, Rankin County, Mississippi and being more particularly described as follows:

Beginning at a set square iron rod on the Westerly right-of-way line of Briar Hill Road, a paved public road, that is 3234.48 feet of and 2125.67 feet South of a found 1-1/2" square iron rod representing the Northeast corner of said Section 29 and from said Point of Beginning; run thence

North 57 degrees 46 minutes 30 seconds West for a distance of 481.64 feet to a set square iron rod; run thence

South 32 degrees 13 minutes 30 seconds West for a distance of 347.82 feet to a set square iron rod; run thence

South 51 degrees 31 minutes 34 seconds East for a distance of 521.90 feet to a set iron rod on the aforementioned Westerly right-of-way line of Briar Hill Road; run thence

North 26 degrees 38 minutes 39 seconds East and along said right-of-way line for a distance of 252.78 feet to a set iron rod; run thence

Northeasterly and along the arc of a curve to the right in said right-of-way line for a distance of 153.57 feet, said curve having a radius of 4968.99 feet and a chord of North 27 degrees 31 minutes 47 seconds East with a distance of 153.57 feet, back to the Point of Beginning of the above described tract of land.

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Florence Former Smelter and Vacant Land, MS Included NPP Legal Description (Part 2)

567-526

Commencing at the Point of Intersection of the West right of way line of Illinois Central Gulf railroad and the North right of way line of Mississippi State Highway #469 (East main street) as the Point of Beginning, said point being 25 feet Southwesterly and perpendicular to the centerline of said railroad.

From the Point of Beginning, run thence Northwesterly on and along the West right of way line of said railroad for 1120.21 feet to a point at the extension of the centerline of a 30-inch drainage pipe located at railroad evaluation station 7891+98, said point being 25 feet Southwesterly and perpendicular to the centerline of said railroad; run thence Southwesterly at a right angle to railroad right of way 75 feet to a point; run thence Southeasterly and parallel to railroad right of way for 460 feet to the Point of intersection of the North right of way line of Ellis Street; run thence Northeasterly along said North right of way line of Ellis Street for 53.83 feet to a point that is 25 feet and a right angle from railroad right of way; run thence Southeasterly and parallel to railroad right of way for 62 feet to a point on the South right of way line of Ellis Street; run thence Southwesterly along said South right of way line for 21.53 feet to a point that is 45 feet perpendicular distance Southwesterly from railroad right of way; run thence Southeasterly 336.5 feet to a point that is 25 feet perpendicular distance Southwesterly from railroad right of way; run thence Southeasterly and parallel to railroad right of way for 239.68 feet to a point on the North right of way line of Mississippi State Highway #469 (East Main Street); Run thence Northeasterly on and along said North right of way line 27.17 feet to the Point of Beginning, all situated in the Southeast quarter of section 30, Township 4 North range 2 East, Rankin County, Mississippi and contains 1.2546 Acres, more or less.

667-555

A tract of land in the form of a square (42 feet by 42 feet) in the West corner of Lot #11 of the Plat of W. C. Ellis Estate lands as shown by a map or plat thereof now on file and of record in the Office of the Chancery Clerk of Rankin County, Mississippi, reference to which is hereby made in aid of this description, said tract being conveyed being more particularly described as follows:

Beginning at the West corner of said Lot #11 at the intersection of Main Street and a local street running Northwest and Southeast, run thence North 65 degrees and 40 minutes East along the Southern Right-of-Way line of said Main Street for a distance of 42 feet to a point, run thence Southeastwardly parallel to the Eastern Right-of-Way line of said local street a distance of 42 feet to a point, run thence Southwestwardly parallel to the South Right-of-way line of said Main Street a distance of 42 feet to a point on the Eastern Right-of-Way line of said local street, run thence North 23 degrees and 39 minutes West along the Eastern Right-of-Way line of said local street a distance of 42 feet to the Point of Beginning.

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ALTA Commitment for Title Insurance (08/01/2016)



Florence Former Battery Plant, MS Included NPP Legal Description

Parcel 1:

That part of Lot 15 according to the plat of the Estate of W. C. Ellis and wife, Florence L. Ellis, deceased, which is situated in the Town of Florence, according to the map of plat thereof which is on file and of record in the Office of the Chancery Clerk of Rankin County at Brandon, Mississippi described as follows:

Commence at the Northwest corner of said Lot 15 as a Point of Beginning of land herewith conveyed and run thence East 120 feet, run thence North 140 feet, to the Point of Beginning. And said parcel being in the Northwest corner of said Lot 15.

Parcel 2:

Begin at the Northeast corner of Lot 15 and Northwest corner of F. M. Lowther lot according to W. C. Ellis Estate plat as recorded in Plat Book 1 at Page 21, Rankin County, Mississippi, go South 12 degrees 00 minutes East for 30 feet to the Point of Beginning, from Point of Beginning go South 12 degrees 00 minutes East for 307 feet, go South 70 degrees 34 minutes West for 245.9 feet to Easterly right of way of Berry Street, go North 24 degrees 32 minutes West along Easterly right of way of Berry Street for 140.8 feet, go North 62 degrees 06 minutes East for 115 feet, go North 25 degrees 45 minutes West for 125.25 feet to Southerly right of way of Main Street, go North 64 degrees 54 minutes East for 200 feet to Point of Beginning, being a part of Lot 15 of W. C. Ellis Estate as recorded in Plat Book 1, Page 21, Rankin County, Mississippi. Also: A strip of land approximately 11 feet in width and 307 feet in length lying East of East property line and West of an old fence line.

Parcel 3:

Any and all property owned by the Grantors (Fred G. Blackwell, Jo Ann C. Blackwell located in Lot 15, according to the plat of the Estate of W. C. Ellis and wife, Florence L. Ellis, deceased, which is situated in the Town of Florence, according to the map or plat thereof which is on file and of record in the Office of the Chancery Clerk of Rankin County at Brandon, Mississippi, in Plat Book 1 at Page 21, reference to which is hereby made in aid of and as of part of this description.

Parcel 4:

A 0.18 acre parcel being situated in the SW 1/4 of SE 1/4 of Sec. 30, T4N, R2E, Town of Florence, Rankin Co., Mississippi, being situated in the SW corner of Lot 11 of the Estate of W. C. Ellis, and being more particularly described as follows:

Beginning at the Southwest corner of Lot 11 of the Estate of W. C. Ellis, said point being the intersection of the Northerly right-of-way of Ellis Street and Easterly right-of-way of Berry Street, run thence N 23 degrees 50' W 80.00 feet along the Easterly right-of-way of Berry Street; thence N 65 degrees 05' E - 100.00 feet; thence S 23 degrees 50' E - 80.00 feet to the point on the Northerly right-of-way of Ellis

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Florence Former Battery Plant, MS Included NPP Legal Description

Street; run thence S 65 degrees 05' - 100.00 feet along the Northerly right-of-way of Ellis Street to the Point of Beginning.

Parcel 5:

A 0.31 acre parcel being situated in the SE 1/4 of SE 1/4 of Sec. 30, T4N, R2E, Town of Florence, Rankin Co., Miss., and being more particularly described as follows:

Commencing at the intersection of the centerline of the I.C.G. Railroad and the centerline of Ellis Street, run thence S 65 degrees 05' W 909.75 ft. along the centerline of Ellis Street; run thence S 25 degrees 18' 45" E 30.00 ft. to the Point of Beginning, said point being on the Southerly right-of-way of Ellis Street; run thence S 25 degrees 18' 45" E 108.22 ft.; thence N 65 degrees 05' W 129.67 ft.; thence N 19 degrees 11' 13" W 108.88 ft. to a point on the Southerly right-of-way of Ellis Street; thence N 65 degrees 05' 118.05 ft. along the Southerly right-of-way of Ellis Street to the Point of Beginning.

Less and Except:

An easement for the purpose of ingress and egress, said easement being 15 ft. wide and being situated along and adjacent to the Westerly line of the above described parcel.

Parcel 6:

Commence at the point of intersection of the South line of Ellis Street with the West line of a 30' alley, as said highways are now laid out and used in this town, run thence South 26° 20' East along the West line of the alley a distance of approximately 148.3'; run thence South 71° West a distance of 104.6'; run thence North 26°40' West a distance of 137.2' to the South line of said Ellis Street; run thence 6° along said South line of Ellis Street a distance of approximately 102.9 feet to the Point of Beginning said property being Parcel No. 16 on the plat of the Estate of W. C. Ellis, et ux, deceased, on file and of record in the Office of the Chancery Clerk of Rankin County at Brandon, Mississippi, reference to which said plat is expressly made in aid of and a part of this description.

Parcel 7:

That portion of Ellis Street lying between the West right of way line of Steen Street and the East right of way line of Berry Street, being a 0.92 acre parcel situated in the SW 1/4 and SE 1/4 of Section 30, Township 4 North, Range 2 East, Town of Florence, Rankin County, Mississippi, being the portion of Ellis Street along and adjacent to the Southerly line of Lot 11 of the Estate of W. C. Ellis and being more particularly described as follows:

Beginning at the Southwest corner of Lot 11 of the Estate of W. C. Ellis, said point being the intersection of the Northerly right of way of Ellis Street and Easterly right of way of Berry Street, run thence North 65 degrees 05 minutes East 671.96 feet along the Southerly line of said Lot 11 and the Northerly right of way of Ellis Street; thence South 11 degrees 4 minutes 24 seconds East 62.56 feet to the Southerly right of

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Florence Former Battery Plant, MS Included NPP Legal Description

way of Ellis Street; thence South 65 degrees 05 minutes West 657.06 feet to the Easterly right of way of Berry Street and the Northwest corner of Lot 15 of the Estate of W. C. Ellis; thence North 25 degrees 00 minutes 58 seconds West 60.79 feet to the Point of Beginning. This land being in the SW 1/4 of SE 1/4 of Section 30, Township 4 North, Range 2 East, Town of Florence, Rankin County, Mississippi.

Parcel 8:

That portion of Berry Street from the North right of way line of Main Street to the South right of way line of Ellis Street, being a 0.23 acre parcel situated in the SW 1/4 of SE 1/4 of Section 30, Township 4 North, Range 2 East, Town of Florence, Rankin County, Mississippi, being the 30 foot wide alley also known as Berry Street along and adjacent to the Westerly side of Lot 15 of the Estate of W. C. Ellis, and being more particularly described as follows:

Beginning at the Northwest corner of Lot 15 of the Estate of W. C. Ellis, said point being the intersection of the Southerly right of way of Ellis street and Easterly right of way of Berry Street, run thence South 26 degrees 10 minutes East 354.6 feet more or less along the Easterly right of way of Berry Street and the Westerly line of said Lot 15 to the Northerly right of way of Main Street; thence North 86 degrees 10 minutes West 34.63 feet along the Northerly right of way of Main Street to the Westerly right of way of Berry Street; thence North 26 degrees 10 minutes West 339.2 feet more or less along Westerly right of way of Berry Street to the Southerly right of way of Ellis Street and the Northeast corner of Lot 16 of the Estate of W. C. Ellis; run thence North 65 degrees 05 minutes East 30.05 feet to the Point of Beginning.

Save and Except:

That portion of Berry Street which abuts property owned by T. C. Ruffin, and wife Bennie Mae Ruffin, which said Ruffin tract is described in that certain deed of Charles W. Lowery and wife Bobbie R. Lowery unto T. C. Ruffin and wife Bennie Mae Ruffin as dated November 25, 1980, and filed for record December 4, 1980, in Deed Book 411, Page 549, Deed Records of Rankin County, Mississippi, reference to which is hereby made for any and all purposes, and which said property which is the subject of this exception is a parcel situated in the SW 1/4 of SE 1/4 of Section 30, Township 4 North, Range 2 East, Town of Florence, Rankin County, Mississippi, and being more particularly described as follows

Commencing at the Northwest corner of Lot 15 of the survey of the Estate of W. C. Ellis, said point being the intersection of the Southerly right of way of Ellis Street and the Easterly right of way of Berry Street, run thence South 65 degrees 05 minutes West 30.00 feet, more or less, to the Westerly right of way of Berry Street, said point also being the Northeast corner of Lot 16 of the survey of the Estate of W. C. Ellis (The survey of the Estate of W. C. Ellis having been duly filed for record in Plat Book 1, Page 21, Rankin County, Mississippi, reference to which is hereby made for any and all purposes); thence South 26 degrees 10 minutes East for a distance of 117.35 feet along the Westerly right of way of Berry Street to the Point and Place of Beginning of the subject premises here excepted, and Beginning of the subject premises here excepted, and said point being described in the aforesaid Deed found in Book 411, Page 549, as being a point lying 221.8 feet Northerly along the West right of way line of Berry Street from an

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Florence Former Battery Plant, MS Included NPP Legal Description

iron pipe marking the intersection of the North right of way line of East Main Street (Mississippi Highway 469) with the said West right of way line of Berry Street, as each of same were marked in August, 1979, which said iron pipe at the intersection of the said East Main Street and the said Berry Street was an iron pipe 1459.92 feet West and 612.32 feet North of the Southeast corner of Section 30, Township 4 North, Range 2 East, Rankin County, Mississippi; and from said Point of Beginning of the property herein excepted, run thence Northerly 70 degrees 12 minutes 33 seconds East for a distance of 30.18 feet, more or less, to the East boundary line of Berry Street (Which East right of way of Berry Street is described in that certain Deed of Robert H. Smith unto Dr. Karl L. Bierdman as dated September 25, 1986, and filed for record September 26, 1986, in Deed Book 516, Page 195, reference to which is hereby made for any and all purposes, as running at an angle of South 24 degrees 29 minutes East for a distance of 79 feet to the Northerly right of way of the Brandon to Byram Road.); thence South 26 degrees 10 minutes East for a distance of 228.78 feet, more or less, being to the Northerly margin of said Main Street; thence North 86 degrees 10 minutes West for a distance of 34.63 feet, more or less, with the said North margin of Main Street to the intersection of the West right of way of Berry Street and the North margin of Main Street to what is recited to be an iron pipe, as aforesaid in the said Deed found in said Deed Book 411, Page 549; thence run North 26 degrees 10 minutes East for a distance of 221.80 feet, more or less along with the said West right of way of Berry Street to the Point of Beginning, being in the Southwest Quarter of Southeast Quarter of Section 30, Township 4 North, Range 2 East, Town of Florence, Rankin County, Mississippi.

Less and Except that portion of land conveyed to The First Baptist Church of Florence, Mississippi by virtue of Warranty Deed from Exide Technologies, a Delaware corporation, successors and interest by mergers to GNB, Inc., dated November 24, 2014, recorded December 2, 2014 in Book 2014, Page 24508 aforesaid records.

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Hamburg, PA Included NPP Legal Description

For APN/Parcel ID(s): 46-4494-05-08-6327

ALL THOSE TWO CERTAIN tracts of land situate in the Borough of Hamburg, County of Berks and Commonwealth of Pennsylvania, being more fully bounded and described in accordance with a survey by Kent Surveyors, designated 24,005-94, to wit:

ALL THAT CERTAIN tract of land situate on the north side of Walnut Street (33 feet wide) and the south side of Pine Street (33 feet wide) bounded by land of Progressive Machine Works on the west and Hamburg Broom Works Inc. on the east, being more fully bounded and described as follows, to wit:

BEGINNING at a spike on the northern topographic building line of Walnut Street, a corner of Hamburg Broom Works, Inc.; thence along said building line South 81 degrees 52 minutes 17 seconds West, 87.25 feet to an iron pin, a corner of lands of Progressive Machine Works; thence along said lands North 18 degrees 18 minutes 58 seconds West, 555.47 feet to a spike in the southern topographic building line of Pine Street; thence along said building line South 88 degrees 17 minutes 11 seconds East, 99.18 feet to a spike, a corner of lands of Hamburg Broom Works, Inc.; thence leaving Pine Street along said lands South 17 degrees 32 minutes 11 seconds East, 536.98 feet to a spike, the place of beginning.

AND

ALL THAT CERTAIN tract or piece of land situate on the north side of Grand Street (33 feet wide), the east side of Second Street (33 feet wide), the south side of Walnut Street (33 feet wide), and the west side of Peach Alley (16 feet wide), being more fully bounded and described as follows, to wit:

BEGINNING at a spike in the northern topographic building line of Grand Street and the western building line of Peach Alley; thence along Grand Street, North 87 degrees 06 minutes 14 seconds West, 498.44 feet to an iron pin in the intersection of the eastern topographic building line of South Second Street and the northern topographic building line of Grand Street; thence along South Second Street, North 8 degrees 52 minutes 44 seconds West, 409.98 feet to a point in the intersection of the southern building line of Walnut Street and the eastern building line of South Second Street; thence along said Walnut Street, North 81 degrees 52 minutes 17 seconds East, 487.01 feet to a point in the intersection of the southern topographic building line of Walnut Street and the western topographic building line of Peach Alley, South 8 degrees 59 minutes 26 seconds East, 505.32 feet to a spike, the place of beginning.

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ALTA Commitment for Title Insurance (08/01/2016)



Hamburg, PA Included NPP Legal Description

Being the same premises that Charlotte B. Stump, widow, by Indenture dated June 6, 1973, and recorded June 6, 1973, in Berks County, Pennsylvania, in Deed Book 1631 page 960, granted and conveyed unto General Battery Corporation, a New York corporation, in fee.

Also being the same premises that Nevin Stump, a/k/a Nevin W. Stump, and June K. Stump, his wife, by Indenture dated June 6, 1973, and recorded June 6, 1973, in Berks County, Pennsylvania, in Deed Book 1631 page 963, granted and conveyed unto General Battery Corporation, a New York corporation, in fee.

Also being Purpart No. 1, Purpart No. 2, Purpart No. 5, Purpart No. 6 Parcel 1, Purpart No. 6 Parcel 2, Purpart No. 7, and Purpart No. 8 of the same premises that Greater Berks Development Fund, a Pennsylvania non-profit corporation, by Indenture dated November 1, 1978, and recorded November 2, 1978, in Berks County, Pennsylvania, in Deed Book 1748 page 975, granted and conveyed unto General Battery Corporation, a Delaware corporation, in fee.

Also being the same premises that became vested in General Battery Corporation by Final Order of the Court of Common Pleas of Berks County, Pennsylvania, dated March 11, 1981, filed to Docket No. 44 December, 1980, and recorded April 13, 1981, in the Office of the Recorder of Deeds of Berks County, Pennsylvania, in Miscellaneous Book 377 page 1237.

Also being the same premises that The Penn Central Corporation, a Pennsylvania corporation, by Indenture dated December 4, 1981, and recorded December 10, 1981, in Berks County, Pennsylvania, in [Deed Book 1809 page 879](#), granted and conveyed unto General Battery Corporation, a Delaware corporation, in fee.

And the said Exide Technologies, Inc., a Delaware corporation, is the successor to General Battery Corporation, a New York corporation, and General Battery Corporation, a Delaware corporation.

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Oley, PA Included NPP Legal Description

For APN/Parcel ID(s): 22-5339-03-10-8793 and 22-5339-03-20-8910

PROPERTY 1 (Purpart No. 1 & 2 in Deed Book 1631 page 1248):

PURPART NO. 1: ALL THAT CERTAIN tract or piece of land situate in Alsace Township, Berks County, and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stone, a corner; thence by lands of Jacob Seyler south 41-1/2 degrees west 25 perches to a stone a corner thence by other lands now or late of John Wanshop north 44-1/2 degrees west 74.5 perches to a stone, a corner; thence by lands now or late of Jacob Olinger, north 39 degrees east 25.2 perches to a stone, a corner; thence by lands now or late of Jacob Hartman, south 45 degrees east 75.5 perches to a stone, a corner, the place of beginning.

CONTAINING eleven (11) acres and one hundred seventeen (117) perches, more or less.

PURPART NO. 2: ALL THAT CERTAIN tract of land and private road, situate in Alsace Township, County of Berks and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stone corner at the herein mentioned private road, thence by land now or late of Mrs. Solomon DeTurk, late of Nathan Knabb, deceased, and Peter Frey, north 40 degrees east 79.8 perches to a stone corner; thence by land of the late Samuel W. Seyler north 44-1/2 degrees west 75.5 perches to a stone corner; thence by lands now or late of Jacob Olinger and Valentine R. Hartman, south 39 degrees west 36.6 perches to a stone corner; thence by land now or late of Henry Schmeck, south 17 degrees east 87.9 perches to the place of beginning.

CONTAINING twenty-six (26) acres and one hundred twenty (120) perches, more or less.

Excepting and reserving such coal, oil, gas and minerals upon or underlying the above described tracts of land, together with any mining rights thereto, as have been heretofore sold and conveyed by predecessors in title. Subject to all legal highways and subsisting right-of-ways.

BEING UPI/Property Id No. 22-5339-03-10-8793

PROPERTY 2 (Purpart No. 3 in Deed Book 1631 page 1248):

ALL THAT CERTAIN tract or piece of land lying along the southerly side of Township Road T-608, also known as Bull Road in Alsace Township, Berks County, Pennsylvania.

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Oley, PA Included NPP Legal Description

BEGINNING at a point in the centerline of Township Road T-608, also known as Bull Road; thence along land of John B. Lutz and Emilie Treat Lutz, his wife, South forty-two (42) degrees fifteen (15) minutes West, three hundred thirty-four and ninety-five hundredths (334.95) feet to a point; thence along land of Thomas P. Hinnershitz and Elizabeth Hinnershitz, his wife, North forty-five (45) degrees zero (00) minutes West, sixty and seven hundredths (60.07) feet to a point; thence along residue land of the grantors herein, Claude H. Hartman and Elsie P. Hartman, his wife, North forty-two (42) degrees fifteen (15) minutes East, three hundred thirty-eight and thirty-eight hundredths (338.38) feet to a point in the centerline of said Township Road T-608; thence along the middle of said Township Road T-608, and by land of Thomas P. Hinnershitz and Elizabeth Hinnershitz, his wife, South forty-one (41) degrees forty-five (45) minutes East, sixty and thirty-three hundredths (60.33) feet to the place of beginning.

CONTAINING four hundred sixty-four thousandths (0.464) acre, more or less.

BEING UPI/Property Id No. 22-5339-03-20-8910

Property 1:

Being Purpart No. 1 and Purpart No. 2 of the same premises that David H. Roland, Trustee, by Indenture dated June 7, 1973, and recorded June 11, 1973, in Berks County, Pennsylvania, in [Deed Book 1631 page 1248](#), granted and conveyed unto General Battery Corporation, a New York Corporation, in fee.

Property 2:

Being Purpart No. 3 of the same premises that David H. Roland, Trustee, by Indenture dated June 7, 1973, and recorded June 11, 1973, in Berks County, Pennsylvania, in [Deed Book 1631 page 1248](#), granted and conveyed unto General Battery Corporation, a New York Corporation, in fee.

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**Reading Battery and Reading Residential, PA Included NPP Legal Description
(Part 1)**

**For APN/Parcel ID(s): 57-5318-05-17-8744, 66-5318-0915-2759, 66-5318-0916-2064,
66-5318-0915-3812, 66-5318-0915-3875, 66-5318-0915-0693,
66-5318-0915-0559, 66-5318-0915-0661, 66-5318-0926-1883,
66-5318-0517-4974 and 57-5318-0517-874**

PROPERTY 1, 2 & PART OF 3:

ALL THAT CERTAIN tract, piece or parcel of land situate partly in the Borough of Laureldale and party in the Township of Muhlenberg, County of Berks and Commonwealth of Pennsylvania, bounded and described in accordance with an ALTA/ACSM Land Title Survey prepared by Bock & Clark's National Surveyors Network, Project No. 201501190-6, dated June 8, 2015, as follows, to-wit:

BEGINNING at the intersection of the easterly right of way of Nolan Avenue, also known as Nolan Street (50 feet wide), and the northerly right of way Spring Valley Road (35 feet wide), thence along the easterly right of way of Nolan Avenue, also known as Nolan Street (50 feet wide), North 19 degrees 21 minutes 40 seconds West a distance of 437.75 feet to a point; thence South 44 degrees 36 minutes 40 seconds West a distance of 27.51 feet to a point; thence along lands now or formerly of Missionary Sisters of the Most Sacred Heart of Jesus, Inc., North 19 degrees 21 minutes 40 seconds West a distance of 29.92 feet to a point; thence still along lands now or formerly of Missionary Sisters of the Most Sacred Heart of Jesus, Inc, South 46 degrees 28 minutes 01 second West a distance of 29.06 feet to a point; thence still continuing along lands now or formerly of Missionary Sisters of the Most Sacred Heart of Jesus, Inc, North 30 degrees 15 minutes 30 seconds West a distance of 191.18 feet to a point; thence along lands now or formerly of Saint Michael's Convent, North 41 degrees 22 minutes 15 seconds East a distance of 144.60 feet to a point; thence along lands now or formerly of Sacred Heart of Jesus Inc., North 70 degrees 34 minutes 53 seconds East a distance of 507.68 feet to a point; thence still along lands now or formerly of Sacred Heart of Jesus Inc., North 44 degrees 46 minutes 15 seconds East a distance of 102.85 feet to a point; thence still continuing along lands now or formerly of Sacred Heart of Jesus Inc., North 04 degrees 06 minutes 15 seconds West a distance of 931.26 feet to a point; thence still continuing along lands now or formerly of Sacred Heart of Jesus Inc., South 85 degrees 53 minutes 45 seconds West a distance of 247.32 feet to a point; thence still continuing along lands now or formerly of Sacred Heart of Jesus Inc., North 04 degrees 06 minutes 15 seconds West a distance of 551.78 feet to a point; thence along lands now or formerly of Gethsemane Cemetery North 67 degrees 55 minutes 30 seconds East a distance of 566.78 feet to a point; thence North 77 degrees 42 minutes 30 seconds East a distance of 30.00 feet to a point on the easterly right of way of East Pennsylvania Railroad Company; thence along the easterly right of way of East Pennsylvania Railroad Company, North 12 degrees 17 minutes 30

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ALTA Commitment for Title Insurance (08/01/2016)



Reading Battery and Reading Residential, PA Included NPP Legal Description (Part 1)

seconds West a distance of 266.33 feet to a point; thence along lands now or formerly of Theodore Fugee, North 77 degrees 42 minutes 30 seconds East a distance of 64.08 feet to a point; thence still along lands now or formerly of Theodore Fugee, North 69 degrees 01 minute 30 seconds East a distance of 155.90 feet to a point on the westerly right of way of Montrose Avenue (50 feet wide); thence along the westerly right of way of Montrose Avenue (50 feet wide), South 20 degrees 58 minutes 30 seconds East a distance of 261.08 feet to a point; thence still along the westerly right of way of Montrose Avenue (50 feet wide), South 03 degrees 13 minutes 30 seconds East a distance of 1,467.94 feet to a point; thence still continuing along the westerly right of way of Montrose Avenue (50 feet wide), South 03 degrees 06 minutes 53 seconds East a distance of 559.82 feet to a point; thence still continuing along the westerly right of way of Montrose Avenue (50 feet wide), South 17 degrees 02 minutes 18 seconds East a distance of 296.02 feet to the intersection of the northerly right of way of Spring Valley Road (35 feet wide) and the easterly right of way of Montrose Avenue (50 feet wide); thence along the northerly right of way of Spring Valley Road (35 feet wide), South 69 degrees 52 minutes 40 seconds West a distance of 174.56 feet to a point; thence still along the northerly right of way of Spring Valley Road (35 feet wide), South 68 degrees 48 minutes 31 seconds West a distance of 241.01 feet to a point; thence along the dividing line of lands now or formerly of Isimac Machine Co., North 14 degrees 48 minutes 09 seconds West a distance of 156.43 feet to a point; thence still along the dividing line of lands now or formerly of Isimac Machine Co., North 14 degrees 26 minutes 29 seconds West a distance of 300.78 feet to a point; thence North 68 degrees 41 minutes 52 seconds West a distance of 30.00 feet to a point in the center of East Pennsylvania Railroad Company; thence along an arc curving to the right, having a central angle of 2 degrees 53 minutes 19 seconds, a radius of 3,825.93 feet and an arc distance of 192.90 feet to a point; thence along the dividing line of lands now or formerly of Isimac Machine Co., South 65 degrees 48 minutes 32 seconds East a distance of 30.00 feet to a point; thence still along the dividing line of lands now or formerly of Isimac Machine Co., South 15 degrees 55 minutes 13 seconds East a distance of 173.27 feet to a point; thence still continuing along the dividing line of lands now or formerly of Isimac Machine Co., South 58 degrees 48 minutes 31 seconds West a distance of 10.01 feet to a point; thence still continuing along lands now or formerly of Isimac Machine Co., South 19 degrees 11 minutes 29 seconds East a distance of 140.00 feet to a point on the northerly right of way of Spring Valley Road (35 feet wide); thence along the northerly right of way of Spring Valley Road (35 feet wide), South 68 degrees 48 minutes 31 seconds West a distance of 140.00 feet to a point; thence continuing along the northerly right of way of Spring Valley Road (35 feet wide), South 69 degrees 27 minutes 42 seconds West a distance of 237.91 feet to a point; thence still continuing along the northerly right of way of Spring Valley Road (35 feet wide), South 70 degrees 38 minutes 20 seconds West a distance of 163.58 feet to the place of beginning.

CONTAINING 1,848,547.00 square feet or 42.44 acres, more or less.

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ALTA Commitment for Title Insurance (08/01/2016)

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**Reading Battery and Reading Residential, PA Included NPP Legal Description
(Part 1)**

BEING Survey Parcel One as shown on said survey.

BEING UPI / Property Id Nos. 57-5318-05-17-8744, 66-5318-05-17-4974, and part of 66-5318-09-26-1883

PROPERTY 3 ALSO INCLUDES THE FOLLOWING:

ALL THAT CERTAIN tract, piece or parcel of land situate partly in the Borough of Laureldale and party in the Township of Muhlenberg, County of Berks and Commonwealth of Pennsylvania, bounded and described in accordance with an ALTA/ACSM Land Title Survey prepared by Bock & Clark's National Surveyors Network, Project No. 201501190-6, dated June 8, 2015, as follows, to-wit:

BEGINNING at the intersection of the southerly right of way of Spring Valley Road (35 feet wide) and the easterly right of way of 12th Street (50 feet wide); thence along the southerly right of way of Spring Valley Road (35 feet wide), North 68 degrees 48 minutes 31 seconds East a distance of 264.23 feet to a point; thence still along the southerly right of way of Spring Valley Road (35 feet wide), North 69 degrees 52 minutes 40 seconds East a distance of 47.97 feet to a point; thence along the dividing line of lands now or formerly of William Masteller (Deed Book Volume 1247 page 54), South 18 degrees 18 minutes 02 seconds East a distance of 70.16 feet to a point; thence along lands now or formerly of Agere Systems (Deed Book Volume 3291 page 69), South 72 degrees 29 minutes 08 seconds West a distance of 369.86 feet to a point on the easterly right of way of 12th Street (50 feet wide); thence along the easterly right of way of 12th Street (50 feet wide), North 30 degrees 47 minutes 42 seconds East a distance of 76.72 feet to the place of beginning.

CONTAINING 20,494 square feet or 0.47 acre, more or less.

BEING Survey Parcel Two of said survey.

BEING part of UPI / Property ID No. 66-5318-09-26-1883

AND

ALL THAT CERTAIN tract, piece or parcel of land situate partly in the Borough of Laureldale and party in the Township of Muhlenberg, County of Berks and Commonwealth of Pennsylvania, bounded and described in accordance with an ALTA/ACSM Land Title Survey prepared by Bock & Clark's National Surveyors Network, Project No. 201501190-6, dated June 8, 2015, as follows,

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**Reading Battery and Reading Residential, PA Included NPP Legal Description
(Part 1)**

to-wit:

BEGINNING at a point on the southerly right of way of Spring Valley Road (35 feet wide), said point being the northeast corner of lands now or formerly of Muhlenberg Township (Deed Book Volume 1389 page 141), thence along the southerly right of way of Spring Valley Road (35 feet wide), North 46 degrees 52 minutes 31 seconds East a distance of 114.17 feet to a point; thence still along the southerly right of way of Spring Valley Road (35 feet wide), North 70 degrees 38 minutes 20 seconds East a distance of 364.25 feet to a point on the westerly right of way of the East Pennsylvania Railroad Company; thence along the westerly right of way of the East Pennsylvania Railroad Company, South 35 degrees 00 minutes 01 seconds West a distance of 455.33 feet to a point; thence along the dividing line of lands now or formerly of Muhlenberg Township (Deed Book Volume 1389 page 141), North 43 degrees 35 minutes 29 seconds West a distance of 240.48 feet to the place of beginning.

CONTAINING 62,048 square feet or 1.42 acres, more or less.

BEING Survey Parcel Three of said survey.

BEING part of UPI / Property Id No. 66-5318-09-26-1883

AND

ALL THAT CERTAIN tract, piece or parcel of land situate partly in the Borough of Laureldale and party in the Township of Muhlenberg, County of Berks and Commonwealth of Pennsylvania, bounded and described in accordance with an ALTA/ACSM Land Title Survey prepared by Bock & Clark's National Surveyors Network, Project No. 201501190-6, dated June 8, 2015, as follows, to-wit:

BEGINNING at the intersection of the southerly right of way of Angeline Street (50 feet wide) and the easterly right of way of Montrose Avenue, formerly known as Mary Avenue (50 feet wide), thence North 86 degrees 53 minutes 07 seconds East a distance of 480.42 feet to a point; thence South 03 degrees 06 minutes 53 seconds East a distance of 64.50 feet to a point; thence along an arc curving to the left with a radius of 310.00 feet and an arc distance of 96.34 feet to a point; thence South 80 degrees 03 minutes 07 seconds West a distance of 376.72 feet to a point; thence South 86 degrees 53 minutes 07 seconds West a distance of 50.00 feet to a point on the easterly right of way of Montrose Avenue, formerly known as Mary Avenue (50 feet wide); thence along the easterly right of way of Montrose Avenue, formerly known as Mary Avenue (50 feet wide), North 03 degrees 06 minutes 53 seconds West a distance of 186.96 feet to the place of beginning.

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**Reading Battery and Reading Residential, PA Included NPP Legal Description
(Part 1)**

CONTAINING 76,482 square feet or 1.76 acres, more or less.

BEING Survey Parcel Four of said survey.

BEING part of UPI / Property Id No. 66-5318-09-26-1883

PROPERTY 4, 5 & 6:

ALL THAT CERTAIN tract, piece or parcel of land situate partly in the Borough of Laureldale and party in the Township of Muhlenberg, County of Berks and Commonwealth of Pennsylvania, bounded and described in accordance with an ALTA/ACSM Land Title Survey prepared by Bock & Clark's National Surveyors Network, Project No. 201501190-6, dated June 8, 2015, as follows, to-wit:

BEGINNING at a point on the northerly right of way of Spring Valley Road (35 feet wide), said point being South 46 degrees 52 minutes 31 seconds West a distance of 72.00 feet from the intersection of the westerly right of way of James Street (30 feet wide) and the northerly right of way of Spring Valley Road (35 feet wide); thence along the northerly right of way of Spring Valley Road (35 feet wide), South 46 degrees 52 minutes 31 seconds West a distance of 72.00 feet to a point; thence along the dividing line of lands now or formerly of Ralph Kunkelman, North 43 degrees 07 minutes 29 seconds West a distance of 107.92 feet to a point; thence along the dividing line of lands now or formerly of Sisters of the Sacred Heart, North 20 degrees 09 minutes 27 seconds East a distance of 53.74 feet to a point; thence South 43 degrees 07 minutes 29 seconds East a distance of 12.08 feet to a point on the southerly right of way of a unnamed 15 feet wide alley; thence along the southerly right of way of a unnamed 15 feet wide alley, North 46 degrees 52 minutes 31 seconds East a distance of 24.00 feet to a point; thence along the dividing line of lands now or formerly of Camilli Bros. Automotive, passing through a party wall, South 43 degrees 07 minutes 29 seconds East a distance of 120.00 feet to the place of beginning.

CONTAINING 8,640.00 square feet or 0.20 acres, more or less.

BEING Survey Parcel Five of said survey.

BEING UPI / Property Id Nos. 66-5318-09-15-0559, 66-5318-09-15-0661, and 66-5318-09-15-0693

PROPERTY 7 & 8:

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ALTA Commitment for Title Insurance (08/01/2016)



**Reading Battery and Reading Residential, PA Included NPP Legal Description
(Part 1)**

PREMISES A

PURPART NO. 1:

ALL THAT CERTAIN three story frame and concrete hotel stand, together with the garage and other improvements, and the lot or piece of ground upon which the same are erected, situate on the north side of Spring Valley Road, between the Kutztown Road and the East Penn Railroad, in the Township of Muhlenberg, County of Berks and Commonwealth of Pennsylvania, being more particularly bounded and described as follows, to wit:

On the north by a thirty feet (30') wide street;
On the east by property now or late of Leonhart Haschert;
On the south by said Spring Valley Road; and
On the west by property now or late of Henry J. Seidel and Nicholas G. Rothermel.

CONTAINING in front or width east and west on said Spring Valley Road twenty-five feet (25') and in depth of equal width north and south one hundred forty feet (140'), more or less.

PURPART NO. 2:

ALL THOSE CERTAIN lots or pieces of ground situate on the north side of Spring Valley Road, in the Township of Muhlenberg, County of Berks and Commonwealth of Pennsylvania, bounded:

On the south by the aforesaid Spring Valley Road;
On the east by other property of John H. Devsher;
On the north by a thirty feet (30') wide street, known as Bennett Avenue; and
On the west by property now or late of Exide Battery.

CONTAINING in front on said Spring Valley Road, forty feet (40') and in depth of equal width one hundred and forty feet (140'), more or less, to said Bennett Avenue.

PREMISES B

ALL THAT CERTAIN frame dwelling house and the lots or pieces of ground upon which the same is erected, being the eastern half of a twin frame dwelling house situate on the north side of the Spring Valley Road, in the Township of Muhlenberg, County of Berks and Commonwealth of Pennsylvania, and more particularly bounded and described as follows, to wit:

On the north by a ten feet (10') wide alley;

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Reading Battery and Reading Residential, PA Included NPP Legal Description (Part 1)

On the east by property now or late of Henry J. Seidel and Ellen, his wife, et al.;
On the south by said public road; and
On the west by property now or late of the said Henry J. Seidel and Ellen, his wife, et al.

CONTAINING in front on said Spring Valley Road seventy-five feet (75') and in depth of equal width one hundred forty feet (140'), more or less, to said ten feet (10') wide alley.

BEING UPI / Property Id Nos. 66-5318-09-15-3875 and 66-5318-09-15-3812

PROPERTY 9:

ALL THAT CERTAIN tract or piece of land located on the east side of Crystal Rock Road fifty-three feet wide (53.00'), and being Lots 255, 256, 259, 260, 261, 262, 263, 264, 265, 266, 267 and a portion of the roadway known as Isabella Court as set forth on the Final Plan of "Saylor Farm Estates", recorded in Plan Book 300, page 370, Berks County Records, situate in the Township of Muhlenberg, County of Berks, Commonwealth of Pennsylvania and being more fully bounded and described as follows to wit:

BEGINNING at a steel pin set on the east right-of-way line of Crystal Rock Road, said point being the northwesternmost corner of Lot 268 and the southwesternmost corner of Lot 263, said point also being the southwesternmost corner the herein described tract;

THENCE extending along the east right-of-way line of Crystal Rock Road the following five (5) courses and distances:

1. In a northwesterly direction along a curve deflecting to the left having a radius of two hundred seventy-six feet and fifty hundredths of one foot (276.50'), a central angle of four degrees thirty-one minutes thirty-eight seconds (04°31'38"), and a distance along the arc of twenty-one feet and eighty-five hundredths of one foot (21.85') to a steel pin set at the point of tangency;
2. In a northwesterly direction on a line bearing North six degrees seventeen minutes nine seconds West (N 06°17'09" W), a distance of ninety feet and forty-two hundredths of one foot (90.42'), to a steel pin set at the point of curve;
3. In a northeasterly direction along a curve deflecting to the right having a radius of four hundred twenty-three feet and fifty hundredths of one foot (423.50'), a central angle of twenty-eight degrees thirty-four minutes twenty-five seconds (28°34'25"), and a distance along the arc of two hundred eleven feet and twenty hundredths of one foot (211.20'), to a steel pin set at the point of tangency;
4. In a northeasterly direction on a line bearing North twenty-two degrees seventeen minutes seventeen seconds East (N 22°17'17" E), a distance of ninety-five feet and eighty-nine hundredths of one foot (95.89'), to a point of curve;

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ALTA Commitment for Title Insurance (08/01/2016)



Reading Battery and Reading Residential, PA Included NPP Legal Description (Part 1)

5. In a northeasterly direction along a curve deflecting to the right having a radius of three hundred twenty-three feet and fifty hundredths of one foot (323.50'), a central angle of eleven degrees fifty-three minutes nineteen seconds (11°53'19"), and a distance along the arc of sixty-seven feet and thirteen hundredths of one foot (67.13'), to a point, a corner of Lot 270;

THENCE extending along Lot 270 the following two (2) courses and distances:

1. In a southeasterly direction on a line bearing South fifty-five degrees eight minutes thirty-five seconds East (S 55°08'35" E), passing through a steel pin found a distance of five feet (5.00') from the last described corner, a total distance of ninety-nine feet and eighty-one hundredths of one foot (99.81'), to a steel pin found;
2. In a northeasterly direction on a line bearing North forty-four degrees two minutes thirty-five seconds East (N 44°02'35" E), a distance of ninety-seven feet and sixty-one hundredths of one foot (97.61'), to a steel pin found, a corner of Lot 257;

THENCE extending in a southeasterly direction along Lot 257 on a line bearing South thirty-nine degrees sixteen minutes seven seconds East (S 39°16'07" E), a distance of eighty-nine feet and seventy-two hundredths of one foot (89.72'), to a steel pin found on the northwest right-of-way line of Isabella Court;

THENCE extending in a southeasterly direction crossing Isabella Court on a line bearing South thirty-six degrees thirty-nine minutes twenty-four seconds East (S 36°39'24" E), a distance of fifty-three feet (53.00'), to a steel pin set on the southeast right-of-way line of Isabella Court;

THENCE extending in a northeasterly direction along the southeast right-of-way line of Isabella Court on a line bearing North fifty-three degrees twenty minutes thirty-six seconds East (N 53°20'36" E), a distance of one hundred three feet and sixty-one hundredths of one foot (103.61'), to a steel pin set at the point of curve;

THENCE extending in a southeasterly direction along a curve deflecting to the right connecting the southeast right-of-way line of Isabella Court with the southwest right-of-way line of Josephine Drive having a radius of ten feet (10.00'), a central angle of eighty-four degrees nine minutes thirty-eight seconds (84°09'38"), and a distance along the arc of fourteen feet and sixty-nine hundredths of one foot (14.69'), to a steel pin set at the point of reverse curve;

THENCE extending in a southeasterly direction along the south right-of-way line of Josephine Drive along a curve deflecting to the left having a radius of one hundred seventy-six feet and fifty hundredths of one foot (176.50'), a central angle of fifty degrees thirty minutes fifty-one seconds (50°30'51"), and a distance along the arc of one hundred fifty-five feet and sixty hundredths of one

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ALTA Commitment for Title Insurance (08/01/2016)



Reading Battery and Reading Residential, PA Included NPP Legal Description (Part 1)

foot (155.60'), to a steel pin set, a corner of Lot 254;

THENCE extending in a southeasterly direction along Lot 254 on a line bearing south three degrees zero minutes thirty-seven seconds East (S 03°00'37" E), a distance of two hundred forty-three feet and eighty hundredths of one foot (243.80'), to a steel pin found in line of lands now or formerly of the City of Reading;

THENCE extending in a southwesterly direction along lands now or formerly of the City of Reading the following three (3) courses and distances:

1. On a line bearing South seventy-one degrees forty-six minutes forty-two seconds West (S 71°46'42" W), a distance of one hundred seventy feet and ninety-six hundredths of one foot (170.96'), to a concrete monument found;
2. On a line bearing South forty degrees twenty-two minutes thirty-nine seconds West (S 40°22'39" W), a distance of one hundred fifty-six feet and ninety-four hundredths of one foot (156.94'), to a concrete monument found;
3. On a line bearing South fifteen degrees thirteen minutes thirty seconds West (S 15°13'30" W), a distance of one hundred forty-three feet and ninety-nine hundredths of one foot (143.99'), to a steel pin set, a corner of Lot 269;

THENCE extending in a northwesterly direction along Lot 269 on a line bearing North seventy-four degrees forty-six minutes nine seconds West (N 74°46'09"W), a distance of two hundred eighteen feet and ninety-one hundredths of one foot (218.91'), to a steel pin set, a corner of Lot 268;

THENCE extending along Lot 268 the following three (3) courses and distances:

1. In a northeasterly direction along a curve deflecting to the left having a radius of one hundred eighty-five feet (185.00'), a central angle of twenty-one degrees fifty-six minutes thirty-seven seconds (21°56'37"), and a distance along the arc of seventy feet and eighty-five hundredths of one foot (70.85'), to a steel pin set at the point of tangency;
2. In a northwesterly direction on a line bearing North six degrees forty-two minutes forty-six seconds West (N 06°42'46" W), a distance of fifty-eight feet and seventy-three hundredths of one foot (58.73'), to a steel pin set;
3. In a southwesterly direction on a line bearing South eighty-eight degrees fourteen minutes twenty-nine seconds West (S 88°14'29" W), a distance of fifty-seven feet and ninety hundredths of one foot (57.90'), to the place of beginning.

CONTAINING in area five acres and eight hundred nine thousandths of one acre (5.809 ac.) of land, more or less.

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ALTA Commitment for Title Insurance (08/01/2016)



Reading Battery and Reading Residential, PA Included NPP Legal Description (Part 1)

BEING UPI / Property Id No. 66-5318-10-26-9694

Property 1:

Being the same premises that Karl Lieberknecht, Inc., a Pennsylvania Corporation, by Deed dated June 18, 1952, and recorded July 11, 1952, in Berks County, Pennsylvania, in [Deed Book 1091 page 415](#), granted and conveyed unto Bowers Battery and Spark Plug Co., a Pennsylvania Corporation, in fee.

Also being the same premises that Greater Berks Development Fund, a Pennsylvania non-profit corporation, by Indenture dated November 24, 1969, and recorded November 26, 1969, in Berks County, Pennsylvania, in [Deed Book 1558 page 620](#), granted and conveyed unto General Battery and Ceramic Corp., a New York corporation, in fee.

Also being the same premises that Bunker Ramo-Eltra Corporation, a Delaware Corporation, successor by merger to Eltra Corporation, the said Eltra Corporation having merged into Bunker Ramo Corporation by Certificate of Merger filed June 1, 1982, with the Secretary of State of the State of Delaware and the surviving corporation of the merger is Bunker Ramo Corporation, having changed its name to Bunker Ramo-Eltra Corporation upon the effective date of the merger, by Indenture dated September 19, 1985, and recorded September 26, 1985, in Berks County, Pennsylvania, in [Deed Book 1884 page 219](#), granted and conveyed unto General Battery Corporation, a Delaware Corporation, in fee.

Also being the same premises that Hamilton Bank, formerly The Reading Trust Company, Executor of the Estates of James Bennett Nolan, deceased, and Mary Nolan Dives, deceased, by Indenture dated March 23, 1993, and recorded March 31, 1993, in Berks County, Pennsylvania, in [Record Book 2402 page 1170](#), granted and conveyed unto General Battery Corporation, in fee.

Also being the same premises that Metropolitan Edison Company, a Pennsylvania corporation, by Quitclaim Deed dated June 2, 1993, and recorded June 9, 1993, in Berks County, Pennsylvania, in [Record Book 2424 page 578](#), granted and conveyed unto General Battery Corporation, a Delaware corporation, in fee.

Also including the bed of the former East Pennsylvania Railroad Co., a/k/a the "East Penn Branch" of the Reading Company, which was abandoned by Consolidated Rail Corporation and became vested in General Battery Corporation by operation of law.

Property 2:

Being the same premises that Most Reverend Joseph McShea, D.D., Bishop of Allentown,

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Reading Battery and Reading Residential, PA Included NPP Legal Description (Part 1)

Trustee of the Estate of Henry F. Felix, deceased, by Indenture dated April 1, 1977, and recorded April 19, 1977, in Berks County, Pennsylvania, in [Deed Book 1710 page 321](#), granted and conveyed unto General Battery Corporation, in fee.

Property 3:

Being Tract No. 1 and Tract No. 2 of the same premises that Clarence P. Bowers and Lottie R. Bowers, his wife, by Indenture dated July 26, 1938, and recorded July 27, 1938, in Berks County, Pennsylvania, in [Deed Book 809 page 17](#), granted and conveyed unto Bowers Battery Company, Inc., a Pennsylvania corporation, in fee.

Also being part of the same premises that Clarence P. Bowers and Lottie R. Bowers, his wife, by Indenture dated November 20, 1947, and recorded November 22, 1947, in Berks County, Pennsylvania, in [Deed Book 1003 page 350](#), granted and conveyed unto Bowers Battery and Spark Plug Co., in fee.

Also being part of the same premises that J. Bennett Nolan and E. May Nolan, his wife, and Mary Nolan Dives, widow, by Indenture dated April 26, 1949, and recorded May 12, 1949, in Berks County, Pennsylvania, in [Deed Book 1042 page 438](#), granted and conveyed unto Bowers Battery and Spark Plug Co., a Pennsylvania corporation, in fee.

Also being the same premises that Karl Lieberknecht, Inc., a Pennsylvania Corporation, by Deed dated June 18, 1952, and recorded July 11, 1952, in Berks County, Pennsylvania, in [Deed Book 1091 page 415](#), granted and conveyed unto Bowers Battery and Spark Plug Co., a Pennsylvania Corporation, in fee.

Also being the same premises that Metropolitan Edison Company, a Pennsylvania corporation, by Indenture dated November 27, 1957, and recorded November 27, 1957, in Berks County, Pennsylvania, in [Deed Book 1286 page 529](#), granted and conveyed unto Bowers Battery and Spark Plug Company, a Pennsylvania corporation, in fee.

Also being the same premises that Ethel B. Johnson, widow, by Indenture dated April 18, 1958, and recorded April 25, 1958, in Berks County, Pennsylvania, in [Deed Book 1304 page 180](#), granted and conveyed unto Bowers Battery and Spark Plug Company, a Pennsylvania corporation, in fee.

Also being the same premises that Bachman Bakeries Corporation, formerly B & B Bakeries, Inc., a Pennsylvania Corporation, by Indenture dated October 7, 1960, and recorded October 7, 1960, in Berks County, Pennsylvania, in [Deed Book 1377 page 323](#), granted and conveyed unto Bowers Battery and Spark Plug Co., a Pennsylvania Corporation, in fee.

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Reading Battery and Reading Residential, PA Included NPP Legal Description (Part 1)

Also being Purpart No. 1 and Purpart No. 2 of the same premises that Bachman Bakeries Corporation, formerly B & B Bakeries, Inc., a Pennsylvania Corporation, by Indenture dated April 29, 1961, and recorded May 8, 1961, in Berks County, Pennsylvania, in [Deed Book 1387 page 511](#), granted and conveyed unto General Battery and Ceramic Corp., a Pennsylvania Corporation, in fee.

Also being the same premises that Spring Valley Hotel, Inc., a Pennsylvania corporation, by Indenture dated October 28, 1968, and recorded October 29, 1968, in Berks County, Pennsylvania, in [Deed Book 1537 page 746](#), granted and conveyed unto General Battery and Ceramic Corp., a New York corporation, in fee.

Also being part of the same premises that Greater Berks Development Fund, a Pennsylvania non-profit corporation, by Indenture dated December 2, 1968, and recorded December 3, 1968, in Berks County, Pennsylvania, in [Deed Book 1539 page 731](#), granted and conveyed unto General Battery and Ceramic Corp., a New York corporation, in fee.

Also being the same premises that Spring Valley Hotel, Inc., a Pennsylvania Corporation, by Indenture dated March 16, 1973, and recorded March 19, 1973, in Berks County, Pennsylvania, in [Deed Book 1626 page 764](#), granted and conveyed unto General Battery Corporation, a Pennsylvania Corporation, in fee.

Also being the same premises that Virginia M. Gehret, formerly Virginia Rothenberger, and Ralph E. Gehret, husband and wife, and Virginia M. Gehret, Executrix under the last will of William B. Lutz, deceased, and Ann R. Harbster, formerly Ann Scheifele, and Henry Harbster, husband and wife, by Indenture dated February 4, 1975, and recorded February 18, 1975, in Berks County, Pennsylvania, in [Deed Book 1666 page 689](#), granted and conveyed unto General Battery Corporation, a New York corporation, in fee.

Also being the same premises that Virginia M. Mogel and George D. Mogel, her husband, by Deed dated May 24, 1978, and recorded May 25, 1978, in Berks County, Pennsylvania, in [Deed Book 1736 page 613](#), granted and conveyed unto General Battery Corporation, a Pennsylvania corporation, in fee.

Also being the same premises that Thomas R. Henderson and Carolyn L. Henderson, his wife, by Deed dated September 20, 1978, and recorded September 20, 1978, in Berks County, Pennsylvania, in [Deed Book 1745 page 649](#), granted and conveyed unto General Battery Corporation, in fee.

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ALTA Commitment for Title Insurance (08/01/2016)

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Reading Battery and Reading Residential, PA Included NPP Legal Description (Part 1)

Also being the same premises that Harold Seward and Elizabeth T. Seward, his wife, by Indenture dated October 6, 1978, and recorded October 6, 1978, in Berks County, Pennsylvania, in [Deed Book 1746 page 1173](#), granted and conveyed unto General Battery Corporation, a New York corporation, in fee.

Also being the same premises that Clarence E. Badman and V. Charlene Badman, his wife, by Indenture dated July 27, 1983, and recorded July 28, 1983, in Berks County, Pennsylvania, in [Deed Book 1835 page 1154](#), granted and conveyed unto General Battery Corporation, in fee.

Also being the same premises that James Schlott and Beverly Ann Schlott, also known as Beverly A. Schlott, his wife, by Indenture dated July 27, 1983, and recorded July 28, 1983, in Berks County, Pennsylvania, in [Deed Book 1835 page 1157](#), granted and conveyed unto General Battery Corporation, in fee.

Also being the same premises that Thomas C. Snyder, Sr. and Patricia A. Snyder, his wife, by Deed dated April 30, 1984, and recorded May 1, 1984, in Berks County, Pennsylvania, in [Deed Book 1850 page 1366](#), granted and conveyed unto General Battery Corporation, in fee.

Also being the same premises that Shirley Dierolf, by Indenture dated June 1, 1984, and recorded June 13, 1984, in Berks County, Pennsylvania, in [Deed Book 1852 page 1242](#), granted and conveyed unto General Battery Corporation, a Pennsylvania corporation, in fee.

Also being the same premises that Robert J. Stricker and Mary Lou Stricker, his wife, by Deed dated June 15, 1984, and recorded June 15, 1984, in Berks County, Pennsylvania, in [Deed Book 1853 page 968](#), granted and conveyed unto General Battery Corporation, in fee.

Also being the same premises that Jacob G. Bender and Christine L. Bender, his wife, by Deed dated June 15, 1984, and recorded June 15, 1984, in Berks County, Pennsylvania, in [Deed Book 1853 page 972](#), granted and conveyed unto General Battery Corporation, in fee.

Also being the same premises that Kathleen A. Green, widow of William D. Green, by Deed dated July 18, 1984, and recorded July 18, 1984, in Berks County, Pennsylvania, in [Deed Book 1856 page 563](#), granted and conveyed unto General Battery Corporation, in fee.

Also being the same premises that Walter J. Dodds, Jr. and Teresa B. Dodds, his wife, by Deed dated August 24, 1984, and recorded August 27, 1984, in Berks County, Pennsylvania, in [Deed Book 1858 page 1116](#), granted and conveyed unto General Battery Corporation, in fee.

Also being the same premises that Irene Pehlman, by Deed dated September 12, 1984, and

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Reading Battery and Reading Residential, PA Included NPP Legal Description (Part 1)

recorded September 13, 1984, in Berks County, Pennsylvania, in [Deed Book 1859 page 1240](#), granted and conveyed unto General Battery Corporation, in fee.

Also being the same premises that Charles F. Brickel and Virginia M. Brickel, his wife, by Deed dated March 14, 1985, and recorded March 15, 1985, in Berks County, Pennsylvania, in [Deed Book 1870 page 668](#), granted and conveyed unto General Battery Corporation, in fee.

Also being the same premises that Galen L. Sweitzer and June E. Sweitzer, his wife, by Deed dated April 1, 1985, and recorded April 1, 1985, in Berks County, Pennsylvania, in [Deed Book 1871 page 857](#), granted and conveyed unto General Battery Corporation, in fee.

Also being the same premises that George W. Galt, by Deed dated March 29, 1993, and recorded March 31, 1993, in Berks County, Pennsylvania, in [Record Book 2402 page 534](#), granted and conveyed unto General Battery Corporation, in fee.

Also including the bed of the former East Pennsylvania Railroad Co., a/k/a the "East Penn Branch" of the Reading Company, which was abandoned by Consolidated Rail Corporation and became vested in General Battery Corporation by operation of law.

Property 4:

Being the same premises that William J. Kochan, Executor of the Estate of Frank J. Kochan, deceased, by Indenture dated August 5, 1994, and recorded August 12, 1994, in Berks County, Pennsylvania, in [Record Book 2565 page 2143](#), granted and conveyed unto Exide Corporation, a Pennsylvania Corporation, in fee.

Property 5:

Being the same premises that Melanie A. Hallman, individually and as Executrix of the Last Will and Testament of Jack S. Schmehl, deceased, by Deed dated August 5, 1994, and recorded August 16, 1994, in Berks County, Pennsylvania, in [Record Book 2566 page 1499](#), granted and conveyed unto Exide Corporation, a Pennsylvania corporation, in fee.

Property 6:

Being the same premises that Marc A. Cole and Lorna K. Cole, his wife, and John N. Walker and Janette K. Walker, his wife, by Deed dated May 29, 1993, and recorded June 10, 1993, in Berks County, Pennsylvania, in [Record Book 2424 page 1206](#), granted and conveyed unto Exide Corporation, in fee.

Property 7 & 8:

Being the same premises that Craig Pehlman and Isabella Pehlman, by her Attorney in Fact

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Reading Battery and Reading Residential, PA Included NPP Legal Description (Part 1)

Alfred Marchio, by Deed dated February 8, 1994, and recorded February 17, 1994, in Berks County, Pennsylvania, in [Record Book 2511 page 1590](#), granted and conveyed unto Exide Corporation, in fee.

Property 9:

Being the same premises that Nancy Saylor Gregory, joined by Brian Gregory, by Fee Simple Deed of Special Warranty dated December 21, 2010, effective December 22, 2010, and recorded January 7, 2011, in Berks County, Pennsylvania, in [Instrument Number 2011001341](#), granted and conveyed unto Exide Technologies, a Delaware corporation, in fee.

And whereas Exide Technologies Inc., a Delaware corporation, by various amendments, consolidations, mergers or acquisitions, etc., is the successor to Bowers Battery Manufacturing Company, Inc., a/k/a Bowers Battery Company, Inc., General Battery and Ceramic Corp., General Battery Corp. and Exide Corporation.

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Reading Battery and Reading Residential, PA Included NPP Legal Description (Part 2)

SCHEDULE A
(continued)

The Land is described as follows:

For APN/Parcel ID(s): 66-5318-09-26-4164 and 66-5318-10-26-5116

PROPERTY 1:

ALL THAT CERTAIN two and one half story brick dwelling and the lot or piece of ground upon which the same is erected, being known as No. 258 Spring Valley Road, situate at "Spring Valley", in the Township of Muhlenberg, County of Berks and Commonwealth of Pennsylvania, and bounded and described as follows, to wit:

BEGINNING at a point on the south side of Spring Valley Road, a corner of property now or late of Charles T. Dellinger (or Emily Dellinger), said point being eighty-eight feet (88') west of property now or late of F.P. Heller estate, deceased; thence continuing along the south side of Spring Valley Road, South seventy-seven degrees (77°) West forty feet (40') to a corner of property now or late of J. Bennett Nolan; thence at right angles to the south side of Spring Valley Road and along property now or late of said J. Bennett Nolan and crossing Bernhart Creek South thirteen degrees (13°) East one hundred fifty-three and one tenth feet (153.1') to a corner in line of property of the City of Reading; thence along property of the City of Reading, South seventy-three degrees (73°) thirty-five minutes (35") East twenty-seven feet (27') to an iron pin and along the same North eighty-four degrees (84°) fifty minutes (50") East sixteen and seven tenths feet (16.7') to a corner of property now or late of Charles T. Dellinger (or Emily M. Dellinger); thence along property now or late of Charles T. Dellinger (or Emily M. Dellinger) North thirteen degrees (13°) West one hundred sixty-eight and four tenths feet (168.4') to the place of beginning.

CONTAINING six thousand five hundred nineteen square feet, more or less.

BEING UPI / Property Id No. 66-5318-09-26-4164

PROPERTY 2:

ALL THAT CERTAIN lot or piece of ground, with the two and one-half story brick dwelling house thereon erected, situate at Spring Valley, Township of Muhlenberg, County of Berks and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

Reading Battery and Reading Residential, PA Included NPP Legal Description (Part 2)

SCHEDULE A
(continued)

BEGINNING at an iron pin in the south side of Spring Valley Road, a corner in line of lands now or late of F.P. Heller, deceased; thence South seventy-seven degrees West along the south side of Spring Valley Road, eighty-eight feet to a corner; thence South thirteen degrees East at right angles to Spring Valley Road, along property now or late of J. Bennett Nolan and others, and crossing Bernhart Creek, one hundred sixty-eight and four-tenths feet to a corner in line of property of City of Reading; thence along property of said City of Reading, North eighty-four degrees fifty minutes East twenty-one and eight-tenths feet to an iron pin in line of property now or late of the Estate of said F.P. Heller, deceased; thence along same, North eight degrees five minutes East one hundred eighty-three and eight-tenths feet to the place of beginning; said premises being numbered 260 Spring Valley Road.

CONTAINING nine thousand six hundred and fifty-five feet, more or less.

BEING UPI / Property Id No. 66-5318-10-26-5116

Property 1:

Being the same premises that Ramon R. Zeller and Daneane M. Zeller, his wife, by Indenture dated June 5, 1992, and recorded June 10, 1992, in Berks County, Pennsylvania, in [Record Book 2313 page 1333](#), granted and conveyed unto Louis R. Rizzuto, Esquire, Trustee, in fee.

Property 2:

Being the same premises that Ruth N. Boyer, widow, by Deed dated March 9, 1993, and recorded March 18, 1993, in Berks County, Pennsylvania, in [Record Book 2398 page 1490](#), granted and conveyed unto Louis R. Rizzuto, Esquire, Land Trust, in fee.

FOR INFORMATIONAL PURPOSES ONLY: 258 Spring Valley Road, Laureldale, PA
19605
Township of Muhlenberg, County of Berks

Greer Battery and Greer Residential, SC Included NPP Legal Description (part 1)

All that piece, parcel or lot of land situate, lying and being in Chick Springs Township, Greenville County, State of South Carolina, containing 20 acres, more or less, according to a plat of the property of a portion of King Acres, Inc. prepared by Piedmont Engineering Service, July, 1960, and recorded in the R. M. C. Office for Greenville County in [Plat Book RR, at page 51](#), and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin in the center of Old Chick Springs Road at corner of property now or formerly belonging to C. L. King Estate and thence running along the line of the property now or formerly belonging to C. L. King Estate, S. 29°10' E. 733 feet to an iron pin on the right of way of the P & N Railroad; thence running along the right of way of the P & N Railroad, S. 50°17' W. 255.1 feet to an iron pin; thence continuing to run along the line of the P & N Railroad, S. 47°25' W. 640 feet to an iron pin; thence running N. 37°28' W. 1102.7 feet to an iron pin in the center of the Old Chick Springs Road; thence along the center of the Old Chick Springs Road, N. 55°15' E. 200 feet to an iron pin; thence running along the center of the Old Chick Springs Road, N. 69°42' E. 250 feet to an iron pin; thence along the center of the Old Chick Springs Road, N. 74°18' E. 300 feet to an iron pin; running thence along the center of the Old Chick Springs Road, N. 72°24' E. 300 feet to an iron pin in the center of Old Chick Springs Road, the beginning corner, and being shown and designated on the aforesaid plat as Tract #1. This being a portion of the property conveyed to the grantor herein by Laurens I. James, Chairman of the Industrial Committee of the Greer Chamber of Commerce, by Deed dated March 31st, 1959 and recorded in the R. M. C. Office for Greenville County in [Deed Book 620 at Page 435](#).

Being the same property conveyed to General Battery & Ceramics Corp. a/k/a General Battery Corporation n/k/a Exide Technologies, LLC, by virtue of Warranty Deed from King Acres, Inc., dated August 16, 1960, recorded August 16, 1960, in [Book 657, Page 7](#), in the Register of Deeds office for Greenville County, South Carolina.

Together With:

All that piece, parcel or lot of land situate, lying and being in Chick Springs Township, Greenville County, State of South Carolina, containing 0.272 acres, more or less, according to a plat of the property of General Battery & Ceramics Corp., prepared by John A. Simmons, Registered Surveyor, dated October 2, 1962, and recorded in the R. M. C. Office for Greenville County in [Plat Book DDD, at Page 3](#) and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin at the joint corner of property of the grantor and of the grantee herein, which iron pin is N. 36°33' W. 118 feet from an iron pin located on the right of way of the P & N Railroad, and running thence N. 66°40' W. 35 feet to iron pin; thence N. 57°30' W. 50 feet to iron pin; thence N. 49°25' W. 50 feet to iron pin; thence N. 42°00' W. 50 feet to iron pin; thence N. 32°20' W. 50 feet to iron pin; thence N. 23°20' W. 50 feet to iron pin; thence N. 15°55' W. 50 feet to iron pin; thence N. 6°07' W. 36.8 feet to an iron pin at the corner of property of the grantor and grantee herein; thence along the line of property now owned by the grantee S. 36°33' E. 352.5 feet to the Point of Beginning.

Being the same property conveyed to General Battery & Ceramics Corp. a/k/a General Battery Corporation n/k/a Exide Technologies, LLC by virtue of Warranty Deed from King Acres, Inc., a Corporation, dated February 1, 1963, recorded February 6, 1963, in [Book 716, Page 20](#), in the Register of Deeds office for Greenville County, South Carolina.

Said property also being described as:

Beginning at a railroad spike in the center of Old Chick Springs Road, which is 260 feet, more or less, in a Westerly direction from Buncombe Road and running thence S 28°04'37" E for 733.88 feet to a concrete monument on the right-of-way of the Seaboard and Coastline Railroad (P&N Railroad); thence with said right-of-way S 51°28'36" W for 255.40 feet to an iron pin; thence S 48°44'40" W for 639.44 feet to a concrete monument on the line of other property

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Greer Battery and Greer Residential, SC Included NPP Legal Description (part 1)

belonging to General Battery Corporation and running thence with said line as follows: N 36°27'35" W for 117.74 feet to an iron pin; thence N 65°55'08" W for 34.93 feet to an iron pin; thence N 57°11'11" W for 50.04 feet to an iron pin; thence N 49°08'25" W for 49.94 feet to an iron pin; thence N 41°44'00" W for 49.97 feet to an iron pin; thence N 32°23'28" W for 50.13 feet to an iron pin; thence N 23°28'20" W for 50.12 feet to an iron pin; thence N 16°24'02" W for 49.84 feet to an iron pin; thence N 03°24'37" W for 36.70 feet to an iron pin; thence N 36°15'35" W for 632.72 feet to a railroad spike in the center of Old Chick Springs Road; thence with the center of Old Chick Springs Road as follows: N 60°13'00" E for 203.21 feet to a point; thence N 70°46'00" E for 250.00 feet to a point; thence N 75°22'00" E for 300.00 feet to a point; thence N 74°07'20" E for 297.74 feet to a railroad spike, the Point of Beginning. The above described tract contains 20.68 acres, more or less.

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Greer Battery and Greer Residential, SC Included NPP Legal Description (Part 2)**Tract 1:**

All those certain pieces, parcels or lots of land, together with all improvements thereon, situate, lying and being in Chick Springs Township, County of Greenville, State of South Carolina, located about one mile West from the City of Greer, on the Eastern side of Bent Twig Creek Drive and the Southern side of Old Chick Springs Road, and being known and designated as Lots Nos 1 and 54 as shown on plat entitled "King Acres" made by John A. Simmons, Surveyor, dated August 10, 1963, and recorded in the Office of the Register of Deeds for Greenville County, SC, in [Plat Book YY, at Page 153](#), reference to said plat being hereby craved for a metes and bounds description thereof.

This conveyance is subject to all restrictions, set-back lines, roadways, zoning ordinances, easements, and rights-of-way, if any, affecting the above described property.

Being the same property conveyed to Exide Corporation, a Delaware limited liability company by virtue of Warranty Deed from Mark Anthony Byars, dated September 7, 2000, recorded September 7, 2000, in [Book 1924, Page 325](#), in the Register of Deeds office for Greenville County, South Carolina records.

Tract 2:

All those pieces, parcels or lots of land in Greenville County, State of South Carolina, being known and designated as Lots Nos. 36, 47, 48, 49, 63 and 64 as shown on plat of property of "King Acres", recorded in [Plat Book YY, at Page 153](#) in the RMC Office for Greenville County, reference to said plat being made for a further metes and bounds description.

This conveyance is subject to any and all existing reservations, easements, rights-of-way, zoning ordinances, and restrictions or protective covenants that may appear of record or on the premises.

Being the same property conveyed to General Battery Corporation by virtue of Warranty Deed from King Acres, Inc., dated July 22, 1983, recorded July 22, 1983, in [Book 1192, Page 901](#), in the Register of Deeds office for Greenville County, South Carolina records.

Tract 3:

All that piece, parcel or lot of land in Chick Springs Township, County of Greenville, State of South Carolina, located about one mile West of Greer, S. C. situate, lying and being on Sylvan Drive, being shown and designated as Lot No. 37 on plat entitled "King Acres", dated August 10, 1963, by John A. Simmons, Reg. Surveyor, recorded in [Plat Book QQ, at Page 29](#), in the RMC Office for Greenville County, and having the following metes and bounds, to-wit:

Beginning at the joint front corner of Lots 36 and 37 on the North side of Sylvan Drive and running in a Westerly direction along Sylvan Drive S. 78°21' W. 66.9 feet to an iron pin; thence as a common line of Lots 37 and 38, N. 7°01' W. 86 feet; thence as a rear line of Lot 40 N. 4°55' W. 70 feet to an iron pin; thence serving also as a rear line of Lot 41 N. 22°33' E. 100 feet to an iron pin; thence as a common rear line of Lots 44, 45 and 37, S. 67°27' E. 173.3 feet to an iron pin; thence as a common line of Lots 46 and 27. S. 37°47' W. 129 feet to an iron pin; thence as a common line of Lots 36 and 37. S. 30°21' W. 75 feet to the beginning corner.

Being the same property conveyed to General Battery Corporation by virtue of Warranty Deed from Farroll L. Campbell and Peggy Campbell, dated August 15, 1986, recorded August 20, 1986, in [Book 1273, Page 971](#), in the Register of Deeds office for Greenville County, South Carolina records.

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Greer Battery and Greer Residential, SC Included NPP Legal Description (Part 2)**Tract 4:**

All those pieces, parcels or lots of land in the County of Greenville, State of South Carolina, Chick Springs Township, situate, lying and being approximately one mile West of Greer, being shown and designated as Lots Nos. 38, 39 and 40 on plat entitled "King Acres" dated August 10, 1963, by John A. Simmons, Reg. Surveyor, recorded in [Plat Book YY, at Page 153](#), in the RMC Office for Greenville County, reference to said plat being made for a further metes and bounds description thereof.

Less and Excepting:

All those pieces, parcels or lots of land situate on the Southeastern side of Bent Creek Drive, Greenville County, State of South Carolina, being shown as Lot 41 and a triangular portion of Lot 40 on plat of King Acres Subdivision, recorded in [Plat Book YY at Page 153](#) in the RMC Office and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the Southeastern side of Bent Creek Drive at the joint front corner of Lots 41 and 42 and running thence with the line of Lot 2 S. 67°27' E. 160 feet to an iron pin at the joint rear corner of Lots 41 and 42; thence with the rear line of Lot 37 S. 22°33' W. 100 feet to an iron pin at the joint rear corner of Lots 40 and 41; thence with the new line through Lot 40 approximately 175 feet to an iron pin on Bent Creek Drive, said pin being located 75 feet from the joint front corner of Lots 40 and 41; thence with Bent Creek Drive N. 19°03' E. 40 feet to an iron pin; thence continuing with Bent Creek Drive N. 22°33' E. 135 feet to the Point of Beginning.

Being a portion of the property conveyed to General Battery Corporation by virtue of Warranty Deed from Farroll L. Campbell and Peggy Campbell, dated August 15, 1986, recorded August 20, 1986, in [Book 1273, Page 970](#), in the Register of Deeds office for Greenville County, South Carolina records.

Tract 5:

All those pieces, parcels or lots of land, with all improvements thereon, situate, lying and being in Chick Springs Township, Greenville County, South Carolina, being shown and designated as Lots 42, 44, 45, and 46 on Plat of King Acres, dated August 10, 1963, prepared by John A. Simmons, and recorded in [Plat Book YY at Page 153](#) in the Office of the Greenville County Register of Deeds, reference to which Plat is hereby craved for a complete metes and bounds description.

Being the same property conveyed to Exide Corporation by virtue of Warranty Deed from Shirley Bentley Poteat, dated November 6, 1998, recorded November 9, 1998, in [Book 1798, Page 368](#), in the Register of Deeds office for Greenville County, South Carolina records.

Tract 6:

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 52 on a plat of King Acres, recorded in [Plat Book YY at Page 153](#), and having, according to said plat, the following metes and bounds, to wit:

Beginning at a point on Bent Creek Drive at the joint front corner of Lots 52 and 53 and running thence with said line S 85°23' E 289.6 feet to a point; thence running S 36°35' E 29.2 feet to a point; thence running S 29°33' W 211.4 feet to a point; thence running N 67°27' W 160.0 feet to a point; thence running N 22°33' E 10 feet to a point; thence continuing N 13°27' E 84.1 feet to the Point of Beginning.

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Greer Battery and Greer Residential, SC Included NPP Legal Description (Part 2)

Being the same property conveyed to Exide Corporation by virtue of Warranty Deed from Charles Oliver Hight, dated August 24, 1993, recorded August 25, 1993, in [Book 1527, Page 875](#), in the Register of Deeds office for Greenville County, South Carolina records.

Tract 7:

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being on the Eastern side of Bent Creek Drive, in Chick Springs Township, in the County of Greenville, State of South Carolina, being located about one mile West from Greer, South Carolina, being known and designated as Lot No. 53 on a plat of King Acres, prepared by John A. Simmons, dated August 10, 1963, recorded in [Plat Book YY at Page 153](#), to which plat reference is hereby made for a more complete description as to the metes and bounds.

Being the same property conveyed to Exide Corporation, a Delaware Corporation by virtue of Warranty Deed from J.W. Miller and Mary M. Miller, dated August 24, 1993, recorded August 25, 1993, in [Book 1527, Page 873](#), in the Register of Deeds office for Greenville County, South Carolina records.

Tract 8:

All that piece, parcel or lot of land in Greenville County, State of South Carolina, being known and designated as Lot No. 62 as shown on plat of Property of King Acres recorded in [Plat Book YY, at Page 153](#), in the RMC Office for Greenville County, reference to said plat being made for a further metes and bounds description.

This conveyance is subject to any and all existing reservations, easements, rights-of-way, zoning ordinances, and restrictions or protective covenants that may appear of record or on the premises.

Being the same property conveyed to General Battery Corporation by virtue of Warranty Deed from King Acres, Inc., dated May 2, 1984, recorded May 2, 1984, in [Book 1211, Page 739](#), in the Register of Deeds office for Greenville County, South Carolina records.

TRACTS 2, 3, 4 & 8 ALSO BEING DESCRIBED AS FOLLOWS:**Parcel I**

Beginning at an iron pin on the Western side of Bent Creek Drive at the joint front corners of Lot Numbers 64 and 65 and running thence with the common line of said lots N 61°26'36" W for 258.95 feet to an iron pin, thence with the back line of Lot 69 N 21°19'08" E for 14.91 feet to an iron pin; thence with the back line of Lot Numbers 69, 70 and 71 N 21°45'16" E for 199.64 feet to an iron pin; thence with the back line of Lot Numbers 71 and 72 N 23°40'20" E for 109.16 feet to an iron pin at the joint rear corner of Lot Numbers 62 and 61; thence with the common line of said lots S 71°20'27" E for 161.96 feet to an iron pin on the Western side of Bent Creek Drive; thence with the Western side of Bent Creek Drive as follows: S 14°54'12" W for 85.38 feet to an iron pin; thence S 06°35'00" W for 100.83 feet to an iron pin; thence S 0048-27 E for 63.11 feet to an iron pin; thence S 07°32'29" W for 126.57 feet to an iron pin, the Point of Beginning. The above described tract contains 1.61 acres more or less.

Parcel II

Commencing at an iron pin on the Eastern side of Bent Creek Drive at the joint front corner of Lot Numbers 41 and 42 on [Plat Book 14K-62](#), and running thence with the common line of said lots, S 66°53'00" E for 162.40 feet to the true Point of Beginning; thence S 67°15'35" E for 173.04 feet to an iron pin at the joint rear corner of Lot Numbers 45 and 46; running

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Greer Battery and Greer Residential, SC Included NPP Legal Description (Part 2)

thence with the common line of said lots, N 37°16'19" E for 144.77 feet to an iron pin on the Southern side of the cul-de-sac of Bowers Circle; thence with the curve of said cul-de-sac, N 76°49'56" E for 46.40 feet to an iron pin; thence N 14°50'33" E for 66.36 feet to an iron pin on the Northeastern side of Bower Circle; thence with the Northeastern side of Bower Circle as follows: N 33°09'56" W for 20.00 feet to an iron pin; thence N 46°21'16" W for 39.79 feet to an iron pin; thence N 59°18'11" W for 85.09 feet to an iron pin; thence N 68°39'59" W for 10.01 feet to an iron pin at the joint front corner of Lot Numbers 49 and 50, and running thence with the common line of said lots, N 39°43'18" E for 274.48 feet to an iron pin in line of property belonging to General Battery Corporation; thence with the line of said General Battery Corporation as follows: S 03°24'37" E for 36.70 feet to an iron pin; thence S 16°24'02" E for 49.84 feet to an iron pin; thence S 23°28'20" E for 50.12 feet to an iron pin; thence S 32°23'28" E for 50.13 feet to an iron pin; thence S 41°44'00" E for 49.97 feet to an iron pin; thence S 49°08'25" E for 49.94 feet to an iron pin; thence S 57°11'11" E for 50.04 feet to an iron pin; thence S 65°55'08" E for 34.93 feet to an iron pin; thence S 36°27'35" E for 117.74 feet to a concrete monument on the right-of-way of Seaboard Coastline Railroad; thence with the said Seaboard Coastline Railroad right-of-way S 48°25'09" W for 269.60 feet to an iron pin; thence S 48°15'39" W for 249.75 feet to an iron pin at the joint rear corner of Lot Numbers 35 and 36; thence with the common line of said lots N 84°39'30" W for 188.09 feet to an iron pin on the Eastern side of the cul-de-sac of Sylvan Drive; thence with the curve of said cul-de-sac, the chords of which are as follows: N 26°59'58" W for 53.09 feet to an iron pin; thence S 78°56'37" W for 66.90 feet to an iron pin; thence leaving said cul-de-sac and running N 07°00'44" W for 84.42 feet to an iron pin; thence S 87°29'37" W for 10.50 feet to an iron pin; thence S 07°01'28" E for 101.69 feet to an iron pin on the Northern side of the cul-de-sac of Sylvan Drive; thence with the curve of said cul-de-sac, the chords of which are as follows: S 01°34'05" E for 29.60 feet to an iron pin; thence S 18°46'29" W for 25.60 feet to an iron pin on the Northern side of Sylvan Drive; thence with the Northern side of Sylvan Drive, the chords of which are as follows: S 68°45'14" W for 93.88 feet to an iron pin; thence S 85°47'14" W 99.60 feet to an iron pin at the intersection of the Northern side of Sylvan Drive with the Eastern side of Bent Creek Drive; thence with said intersection, the chord of which is N 44°01'55" W for 26.29 feet to an iron pin on the Eastern side of Bent Creek Drive; thence with the Eastern side of Bent Creek Drive as follows: N 03°29'54" E for 169.20 feet to an iron pin; thence N 17°47'54" E for 72.90 feet to an iron pin at the new front corner splitting Lot Number 40; thence with the new line splitting Lot Number 40 N 86°58'04" E for 172.61 feet to an iron pin being the joint rear corner of Lot Numbers 40 and 41; thence with the back line of Lot Number 41 N 22°49'00" E for 99.88 feet to an iron pin being the True Point of Beginning. The above described tract contains 6.52 acres, more or less.

LESS AND EXCEPTING, HOWEVER, Lot 46, King Acres Subdivision, according to [Plat Book YY, Page 153](#), containing 0.66 acres, more or less.

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Bristol, TN Included NPP Legal Description

Situate lying and being in the 4th Civil District of Sullivan County, Tennessee, and more particularly described as follows, to wit:

Tract 1:

Beginning at a survey marker (old) in the Northerly right of way line of Exide Drive (100 foot right of way), corner to Tract 2A, Exide Corporation (Plat [Book 46, page 31](#); [Book 1240-C, page 492](#)); thence with said Northerly right of way line of Exide Drive, the following two courses and distances: (1) S. 76° 53' 11" W., a distance of 819.62 feet to an iron pin (old) and (2) S. 76° 53' 11" W., a distance of 343.51 feet to an iron pin (new) at the intersection of said Northerly right of way line of Exide Drive with the Easterly line of an unnamed Industrial Access Road ([Book 1079-C, pages 683 and 690](#)); thence with said Industrial Access Road, the following six courses and distances: (1) N. 63° 27' 29" W., a distance of 98.34 feet to an iron pin (new); (2) N. 37° 10' 23" W., a distance of 805.56 feet to an iron pin (new); (3) a curve to the right having a radius of 221.85 net, an arc distance of 371.27 feet to an iron pin (new); (4) N. 58° 42' 45" E., a distance of 1,425.59 feet to an iron rod (new); (5) a curve to the right having a radius of 256.48 feet, an arc distance of 427.45 feet to an iron pin (new) and (6) S. 25° 47' 49" E., a distance of 291.64 feet to an iron pin (new), corner to Tract 2A, Exide Corporation; thence with the line of said Tract 2A the following three courses and distances: (1) S. 68° 50' 59" W., a distance of 421.02 feet to a survey marker (old); (2) S. 21° 09' 01" E., a distance of 923.36 feet to an iron pin (new) and (3) S. 2° 08' 53" W., a distance 102.78 feet to the Point of Beginning, as shown as Tract 2 on plat or map of survey entitled "Boundary Survey of the Exide Property" dated March 15, 2000, prepared by Kevin Cross, Tennessee Registered Land Surveyor No. 1671, c/o Cross Land Surveying & Planning, 55 Three Oaks Drive, Bristol, TN 37620, and being part of Tract 2 as shown on plat entitled "Exide Corporation" of record in Plat [Book 45, page 122](#), in the Register's Office for Sullivan County, at Blountville, Tennessee.

Tract 2:

Beginning at an iron pin (new) in the Northerly right of way line of Old Bethel Road, corner to Bristol Tennessee Electric System (Plat [Book 40, page 79](#); [Book 1054-C, page 175](#)); thence with said Northerly right of way line of Old Bethel Road, S. 65° 49' 52" W., a distance of 131.94 feet to an iron pin (new), corner to an unnamed Industrial Access Road ([Book 1079-C, page 691](#)); thence with said Industrial Access Road, the following four courses and distances: (1) N. 23° 48' 08" W., a distance of 113.89 feet to an iron rod (new); (2) a curve to the right having a radius of 226.48 feet, an arc distance of 49.52 feet to an iron rod (new); (3) N. 33° 08' 13" E., a distance of 141 feet to an iron rod (new) and (4) a curve to the left having a radius of 346.48 feet, an arc distance of 319.49 feet to an iron rod (new); thence S. 26° 00' 08" E, a distance of 292.29 feet to an iron rod (new); thence with the Northerly line of Bristol Tennessee Electric System, S. 67° 39' 08" W., a distance of 200.00 feet to an iron rod (new); thence S. 26° 00' 08" W, a distance of 200.00 feet to the Point of Beginning, as shown as Tract 3 on map or plat of survey entitled "Boundary Survey of the Exide Property" dated March 15, 2000, prepared by Kevin Cross, Tennessee Registered Land Surveyor No. 1671, c/o Cross Land Surveying & Planning, 55 Three Oaks Drive, Bristol, TN 37620.

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ALTA Commitment for Title Insurance(08/01/2016)

AMERICAN
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ASSOCIATION



Printed: 07.31.20 @ 08:33 AM

Bristol, TN Included NPP Legal Description

Being the same property acquired by Exide Technologies, LLC, a Delaware limited liability company, formerly known as Exide Technologies, a Delaware corporation, by virtue of Quitclaim Deed from The Industrial Development Board of the City of Bristol, Tennessee to Exide Corporation, a Delaware corporation, dated March 31, 2000, recorded in [Book 1507C Page 674](#) in the Register's Office of Sullivan County, Tennessee. Exide Corporation merged with Exide Technologies by Articles of Merger that were recorded in [Book 2114C, page 212](#), in said Register's Office. Exide Technologies, LLC is successor by name change to Exide Technologies as evidenced by Affidavit (Name Change) recorded March 18, 2020 in [Book 3374 Page 547](#), in said Register's Office.

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Memphis Smelter and Memphis Residential, TN Included NPP Legal Description (Part 1)

Tract 1:

Two parcels of land situated in Memphis, Shelby County, Tennessee, more particularly described as follows:

Parcel No. 1

Beginning at a point in the Southeasterly property line of the Illinois Central Gulf Railroad Company's Valley District, said point being 285.2 feet, Southwesterly from the South line of Mallory Avenue, as measured along said Southeasterly property line, and 100 feet Southeasterly of the centerline of Grantor's main track, as measured at a right angle thereto, said point also being the most Easterly corner of a parcel of property conveyed by the Illinois Central Railroad Company, Grantor's predecessor, to Jack G. Swisher by Deed dated December 8, 1971;

Thence Northerly along the Northeasterly property line of said Jack G. Swisher (1971) a distance of 156.51 feet to a point 30 feet Southeasterly of the centerline of said main track-as measured at a right angle thereto;

Thence Northeasterly parallel to and 30 feet Southeasterly of the centerline of said main track a distance of 10 feet, more or less, to a point 15 feet Westerly of the centerline of Grantor's Mallory Wye track, as measured at a right angle thereto;

Thence Southerly parallel to and 15 feet Westerly of the centerline of said Mallory Wye track a distance of 132 feet, more or less, to said Southeasterly property line of Grantor, said point being 100 feet Southeasterly of the centerline of said main track, as measured at a right angle thereto;

Thence Southwesterly parallel to and 100 feet Southeasterly of the centerline of said main tract a distance of 35 feet, more or less, to the Point of Beginning.

Parcel No. 2

Beginning at the intersection of the South line of Mallory Avenue and the Southeasterly property line of the Illinois Central Gulf Railroad Company's Valley District, said point being 100 feet Southeasterly of the centerline of Grantor's main track, as measured at a right angle thereto;

Thence Southwesterly parallel to and 100 feet Southeasterly of the centerline of said main track a distance of 200 feet, more or less, to a point 15 feet Easterly of the centerline of Grantor's Mallory Wye track, as measured at a right angle thereto;

Thence Northerly parallel to and 15 feet Easterly of the centerline of said Mallory Wye track a distance of 130 feet, more or less, to a point 35 feet Southerly of said South line of Mallory Avenue, as measured at a right angle thereto; Thence Easterly parallel to and 35 feet Southerly of said South line of Mallory Avenue a distance of 25 feet;

Thence Northerly in a straight line a distance of 40 feet, more or less, to a point in said South line of Mallory Avenue, said point being 55 feet westerly from the Point of Beginning, as measured along said South line;

Thence Easterly along said South line of Mallory Avenue a distance of 55 feet to the Point of Beginning.

Also all right, title and interest, if any, to the South half of Mallory Avenue lying along the North line of above described parcel.

Less and Except: Property conveyed to the City of Memphis filed January 11, 2008 in [Instrument No. 08004746](#), in the Register's Office of Shelby County, Tennessee.

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Memphis Smelter and Memphis Residential, TN Included NPP Legal Description (Part 1)

Being the same property conveyed to Refined Metals Incorporated, a Delaware corporation (by virtue of Quit Claim Deed from M S & R, Incorporated, a Tennessee corporation, formerly known as Memphis Lead Company, dated July 9, 1976, recorded July 15, 1976, in [Instrument No. L4 0309](#) and being a part of Warranty Deed recorded July 22, 1973, in [Instrument No. J7 5478](#), in the Register's Office of Shelby County, Tennessee).

Tract 2:

A tract of land forming a portion of the Illinois Central Railroad Company's Valley District right of way, situated in Memphis, Shelby County, Tennessee more fully described as follows:

Beginning at a point on a line that lies parallel to and 100' Southeasterly from the centerline of Grantor's main track, 200' more or less Southwesterly from the South line of Mallory Avenue, as measured along said parallel line, said point also being the South corner of Parcel 2 of two parcels of land conveyed to MS&R Inc. by Deed dated May 26, 1976; Thence northerly along the Westerly line of said Parcel 2 a distance of 130' more or less to a point 35' Southerly of said South line of Mallory Avenue, as measured at right angle thereto; Thence Westerly parallel to and 35' Southerly of said South line of Mallory Avenue 18' more or less to a point on a line that lies parallel to and 30' Southeasterly from the centerline of said main track; Thence Southwesterly along the last said parallel line 50' more or less to the northeasterly corner of Parcel 1 of said property conveyed to MS&R, Inc.; Thence Southerly along the Easterly line of said Parcel 1 a distance of 132' more or less to first said parallel line; Thence Northeasterly along the first said parallel line 48' more or less to the Point of Beginning.

Also - All right, title and interest the Grantor may have to that part of a switch track right of way acquired by the former Yazoo & Mississippi Valley Railroad Company (now Illinois Central Railroad Company) from the SOUTH Memphis Land Company by agreement dated January 26, 1904 recorded in [Book 344, Page 563](#), extending Southerly and Southeasterly 660' more or less from the South line of the above described tract of land to the following described line; Beginning at the point of intersection of the Easterly line of Grantor's original 200' wide right of way and the South line of Mallory Avenue; Thence East along said South line 267.66'; Thence S. 0° 08' 35" E. a distance of 658' more or less to the Southerly line of said switch track right of way.

Said tract being located within and running through Grantee's property located at 257 West Mallory Avenue, Memphis, Tennessee.

Being the same property conveyed to Refined Metal Corporation (by virtue of Warranty Deed from Illinois Central Railroad Company, a Delaware Corporation, dated October 30, 1989, recorded November 13, 1989, as [Instrument No. BJ-1162](#), in the Register's Office of Shelby County, Tennessee).

Tract 3:**Parcel I:**

Beginning at a point in the East line of the Y & M V Railroad 200 feet right-of-way (call 225 feet) by actual measurement 227 feet Southwestwardly from the South line of West Mallory Avenue, as measured along the East line of said right-of-way, said Point of Beginning being 7.5 feet West of the center line of spur track of Y & M V Railroad, as measured at right angles; thence Southeastwardly parallel to and 7.5 feet from said center line along curve to left 400 feet to a point of tangent; thence continuing Southeastwardly with South line of said spur track 569.8 feet to a point in the North line of Industrial Avenue, said point being 7.5 feet North of the center line of North Railroad track, as measured at right angles; thence Westwardly along curve to left with the north line of Industrial Avenue 952.6 feet to a point in the east line of the Y & M V Railroad right-of-way, said point being 7.5 feet north of center line of North Railroad track in Industrial Avenue; thence Northeastwardly along East line of said 200 foot right-of-way 391 feet to the Point of Beginning, being the same

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Memphis Smelter and Memphis Residential, TN Included NPP Legal Description (Part 1)

Parcel I conveyed to the party of the first part by Deed of record in the Office of the Register of Shelby County, Tennessee, as Instrument No. U89615

Parcel II:

A parcel of land 70 feet wide lying along the Southeastern line of premises conveyed to Tennessee Southern Rail Road Co. by W. L. Vance and wife of record in [Book 144, Page 607](#) of the Register's Office of Shelby County, Tennessee, more particularly described as follows:

Beginning at a point in the West line of the property conveyed to J. G. Swisher et al by instrument of record in [Book 2030, Page 402](#) of said Register's Office, said point being further identified as 285.2 feet South of the South line of Mallory Avenue (if extended) said point being further identified as being the most Southerly corner of the property conveyed to Refined Metals Incorporated by instrument of record as Document No. L4 0309 of said Register's Office; thence in a Southwesterly direction along a line parallel with and 100 feet Southeast of the center line of the main track of the Illinois Central Gulf Railroad Company and along the West line of property conveyed in [Book 2030, Page 402](#), in the Register's Office of Shelby County, Tennessee, a distance of 330 feet to a point; thence in a Northwestwardly direction 70 feet to a point which is 30 feet Southeast of the center line of said main track; thence in a Northeastwardly direction along a line parallel with and 30 feet Southeast of the center line of said main track and forming an interior angle of 90 degrees a distance of 470 feet to a corner for the property described in and conveyed under Parcel I of instrument of record as Document No. L4 0309 of said Register's Office; thence in a Southerly direction along the line of property described and conveyed by Parcel I of said last mentioned document a distance of 156.51 feet to the Point of Beginning.

Parcel III:

Part of the former Chapman-Dewey Lumber Company property being more particularly described as follows:

Beginning at the point of intersection of the South line of Mallory Avenue (71 feet wide) with the Southeast line of the Illinois-Central Railroad right-of-way (200 feet wide); thence due East along the South line of Mallory Avenue a distance of 267.60 feet to a point; thence South 0 degrees, 05 minutes East, a distance of 640.07 feet to a point in the Northeast line of a Switch Track right-of-way (15 feet wide); thence North 54 degrees, 50 minutes West, along the Northeast line of said Switch Track right-of-way, a distance of 293.57 feet to a point of curvature; thence Northwestwardly along a curve to the right having a radius of 339.75 feet, distance of 359.64 feet to a point in the Southeasterly line of the Illinois-Central Railroad right-of-way; thence North 35 degrees, 37 minutes East, along the Southeast line of said railroad right-of-way 195.37 feet to the Point of Beginning, containing 4.1228 acres and being the property conveyed to party of the first part by Deed of record as [Instrument No. S45120](#) in the Register's Office of Shelby County, Tennessee.

Being the same property conveyed to Refined Metals Corporation, a Delaware corporation (by virtue of Special Warranty Deed from Texas Commerce Bank, a national association, dated December 28, 1983, recorded February 2, 1984, in [Instrument No. U97310](#), in the Register's Office of Shelby County, Tennessee).

LESS AND EXCEPT from all of the above tracts the property conveyed by the following:

Warranty Deed recorded in [Instrument No. 07073409](#), in the Register's Office of Shelby County, Tennessee.

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Memphis Smelter and Memphis Residential, TN Included NPP Legal Description (Part 2)**Tract 1:****Parcel 1:**

Part of the J. H. and Louise W. Bowen property lying North of Mallory Avenue and West of Castex Street, being more particularly described as follows:

Beginning at a point in the Northerly line of Mallory Avenue 93.0 feet Westwardly from the Westerly line of Castex Street, as measured along the said Northerly line of Mallory Avenue, said point being, the Southwesterly corner of Lot 1 of the Bowen Unrecorded Subdivision; thence Northwardly along the Westerly line, of said Lot 1, 91.0 feet to a point in the Southerly line of Lot 2 of said Subdivision, corner of Lot 1; thence Westwardly along the Southerly line of Lot 2, 20.0 feet to a point, corner of Lot 2; thence Northwardly along the Westerly lines of Lots 2, 3, 4, and 5 of said subdivision 172.5 feet to a point, corner of Lot 5; thence Eastwardly along the Northerly line of Lot 5, 119.0 feet to a point in the Westerly line of Castex Street, corner of Lot 5; thence Northwardly along the Westerly line of Castex Street 83.0 feet, to a point, corner of Lot 7; thence Westwardly along the Southerly line of Lot 7, 125.0 feet to a point, corner of Lot 1; thence Northwardly along the Westerly lines of Lots 7 and 8 and parallel with the Westerly line of Castex Street 46.88 feet to a point; thence Westwardly parallel with the Northerly line of Mallory Avenue 123.3 feet to a point on the center line of a railroad spur track; thence Southwardly along the center line of said spur track and parallel with the Westerly line of Castex Street 388.19 feet to a point in the Northerly line of Mallory Avenue; thence Eastwardly along the Northerly line of Mallory Avenue 155.3 feet to the Point of Beginning, less that portion conveyed to City of Memphis by Warranty Deed of record in [Book 4959, Page 33](#) in the Register's Office of Shelby County, Tennessee.

Parcel 2:

Lots 25 and 26 of the South Memphis Land Company's West Side Subdivision and the South 1/2 of an alley (now closed), located 150 feet North of Mallory Avenue, being more particularly described as follows:

Beginning at the intersection point of the Northerly line of Mallory Avenue with the Easterly line of Castex Street; thence Eastwardly along the Northerly line of Mallory Avenue 100.0 feet to a point, corner of Lot 24 of said subdivision; thence Northwardly parallel with the Easterly line of Castex Street 157.5 feet to a point; thence Westwardly parallel with the Northerly line of Mallory Avenue 100.0 feet to a point in the Easterly line of Castex Street; thence Southwardly along the Easterly line of Castex Street 157.5 Feet to the Point of Beginning, less that portion conveyed to City of Memphis by Warranty Deed of record in the Register's Office of Shelby County, Tennessee, in [Book 4959, Page 33](#).

Parcel 3:

An irregularly shaped piece of property lying on the West side of Castex Street and North of Mallory Avenue in Memphis, Tennessee, being more particularly described as follows:

Beginning at a point in the Westerly line of Castex Street 478.0 feet northwardly from the Northerly line of Mallory Avenue as measured along the paid Westerly line of Castex Street, corner of Lot 11 of the J. H. and Louise W. Bowen Unrecorded Subdivision; thence Westwardly along the Northerly line of said Lot 11 A distance of 125.0 feet to a point, corner of Lot 11; thence Southwardly along the Westerly line of Lots 11, 10, 9, and 8 of the J. H. and Louise W. Bowen Unrecorded Subdivision 88.12 feet to a point; thence Westwardly 123.3 feet to a point in the center line of a Railroad Spur track; thence Northwardly along said center line 72.47 feet to a point in the Southeasterly line of the Y. & M. V. Railroad right-of-way; thence Northeastwardly along said Southeasterly line 29.5 feet to a point, corner of Lot 14 of said Bowen Subdivision; thence Southwardly in a straight line along the Westerly line of Lot 14 a distance of 57.5 feet to a point, corner

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Memphis Smelter and Memphis Residential, TN Included NPP Legal Description (Part 2)

of Lot 14, said point being 15.0 feet East of the center line of said Spur Track; thence Eastwardly along the Southerly line of Lots 14 and 13 a distance of 62.5 feet to a point, corner of Lot 13; thence Northwardly along the Easterly line of Lot 13 a distance of 62.0 feet to a point, corner of Lot 12; thence Eastwardly along the Southerly line of Lot 12 a distance of 61.5 feet to a point, corner of Lot 12; thence Northwardly along Easterly line of Lot 12 a distance of 20.0 feet to a point, the Southwesterly corner of the George McSweyn Lot; thence Eastwardly along the Southerly line of the McSweyn Lot 120.0 feet to a point in the Westerly line of Castex Street; thence Southwardly along the Westerly line of Castex Street 32.9 feet to the Point of Beginning.

Parcel 4:

Lot 24 of the J. H. and Louise W. Bowen Unrecorded Subdivision and the South 1/2 of a former Alley (now closed) located in Memphis, Tennessee, being more particularly described as follows:

Beginning at a point in the Northerly line of Mallory Avenue 100.0 feet Eastwardly from the Easterly line of Castex Street, as measured along the said Northerly line of Mallory Avenue, corner of Lot 25; thence Northwardly along the Easterly line of Lot 25 and the projection to the North of said Easterly line 157.5 feet to a point in the center line of a former Alley (now closed); thence Eastwardly along the said center line and parallel with the Northerly line of Mallory Avenue 50.0 feet to a point, said point being the projection to the North of the Westerly line of Lot 23; thence Southwardly along said projection and the Westerly line of Lot 23 a distance of 157.5 feet to a point in the Northerly line of Mallory Avenue, corner of Lot 23; thence Westwardly along the Northerly line of Mallory Avenue 50.0 feet to the Point of Beginning, less that portion conveyed to City of Memphis by Warranty Deed of record in the Register's Office of Shelby County, Tennessee, in Book 4959, Page 33.

Parcel 5:

The J. H. Bowen and Louise W. Bowen 0.45 acres located at the Southwesterly corner of Davant Avenue and Castex Street in Memphis, Tennessee, being more particularly described as follows;

Beginning at the intersection point of the Southerly line of Davant Avenue with the Westerly line of Castex Street; thence Westwardly along the Southerly line of Davant Avenue 58.6 feet to a point in the Southeasterly line of the Y. & M.V. Railroad right-of-way; thence Southwestwardly along the Southeasterly line of said right-of-way 205.5 feet to a point, corner of Lot 12 of the J. H. and Louise W. Bowen Subdivision (unrecorded); thence Eastwardly along the Northerly line of said Lot 12 and the Northerly line of the George McSweyn property a distance of 177.9 feet to a point in the westerly line of Castex Street, said point being the Northeasterly corner of the George McSweyn property; thence Northwardly along the Westerly line of Castex Street 167.3 feet to the Point of Beginning.

Parcel 6:

R.R. & L. M Hornsby's 160 feet more or less on the North side of Mallory in Lyon's part of South Memphis Land Company's 1050 acres in Wm. Person 2500 acre Entry #84, more particularly described as follows:

Beginning at a point in the North line of West Mallory Avenue 168 feet East of the intersection of the North line of West Mallory Avenue with the East line of the L.N.C. & T. Railroad now Y. & M.V. Railroad) right-of-way; and running thence East with the North line of West Mallory Avenue 160 feet; thence North at right angles to West Mallory Avenue and parallel to Castex Street to a point in the East line of said Railroad right-of-way; thence South 35 degrees 20 minutes West along the East line of said Railroad right-of-way to the Northeast corner of the Mary Gatti tract; thence South along the East line of said Mary Gatti tract, 232.8 feet more or less to the Point of Beginning, less and except the portion conveyed by Warranty Deed of record in Book 4959, Page 33, in the Register's Office of Shelby County, Tennessee.

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Memphis Smelter and Memphis Residential, TN Included NPP Legal Description (Part 2)**Parcel 7:**

Part of the Lyon and Sons five (5) acres at the Northwest corner of West Mallory Avenue and Castex Street, being more particularly described as follows:

Beginning at a point in the present West line of Castex Street, 45.96 feet North of the intersection of the present North line of Mallory Avenue (before being widened) with the present West line of Castex Street, running thence Northwardly along the present West line of Castex Street 45.04 feet to a point; thence Westwardly parallel with the North line of Mallory Avenue 93 feet to a point; thence Southwardly parallel to the West line of Castex Street 68 feet to a point in the proposed North line of Mallory Avenue; thence Eastwardly along the said proposed North line 70.04 feet to a point of curvature; thence on a curve to the left having a radius of 23 feet a distance of 36.08 feet to the Point of Beginning, less that portion of said property heretofore conveyed to the City of Memphis by Warranty Deed of record in [Book 4949, Page 311](#), in said Register's Office.

Parcel 8:

Part of a tract of land out of the South Memphis Land Company's Property and a part of a tract formerly owned by C. B. Lyon, being more particularly described as follows:

Beginning at the intersection of the North line of West Mallory Avenue with the East line of the I.C. Railroad (Y. & N. V. Railroad) right-of-way; running thence Northeastwardly along the said East line of the Railroad's right-of-way a distance of 254.38 feet, more or less, to a point; thence Southwardly along the East line of said tract 209.8 feet, more or less, to a point in the North line of West Mallory Avenue; thence Westwardly along the said North line 151.45 feet to the Point of Beginning.

Parcel 10:

Part of Lot 23, Block 101, South Memphis Land Company's West Side Subdivision, and part of alley North of and adjoining said lot, more particularly described as follows:

Beginning at a point in the present North line of Mallory Avenue as described in Warranty Deed from Louise W. Bowen, widow of J. Hamill Bowen, deceased, to the City of Memphis, dated January 6, 1963, and recorded in [Book 4917, Page 385](#) in the Register's Office of Shelby County, Tennessee, 150 feet Eastwardly from the East line of Castex Street, said Point of Beginning being in the East line of Lot 24, Block 101, West Side Subdivision; thence Northwardly along the East line of said Lot 24, passing the Northeast corner of said Lot 24, at a distance of 127 feet and continuing Northwardly a total distance of 134.5 feet to a point in the center line of a 15 foot alley closed by Resolution of the City of Memphis on August 8, 1950, as evidenced by Quitclaim Deed recorded in [Book 2568, Page 531](#), in said Register's Office; thence Eastwardly along the center line of said alley (now closed to public use), a distance of 50 feet to a point; thence Southwardly a distance of 7.5 feet to the Northwest corner of Lot 22 of Block 101, West Side Subdivision and continuing Southwardly along the West line of said Lot 22, a distance of 127 feet, making the East line a total distance of 134.5 feet to a point in the North line of said Mallory Avenue; thence Westwardly along said North line a distance of 50 feet to the Point Beginning.

Parcel 11:

Lot 12 of the J.H & Louise W. Bowen Unrecorded Subdivision, said lot being located North of Mallory Avenue, South of Davant Avenue, and West of Castex Street in Memphis, Shelby County, Tennessee, more particularly described as follows:

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Memphis Smelter and Memphis Residential, TN Included NPP Legal Description (Part 2)

Beginning at the Northwest corner of the property conveyed to George McSweyn by Deed of record in Book 19658 Page 561 of the Register's Office of Shelby County, Tennessee, and running thence Southwardly parallel with the West line of Castex Street 70 feet to a point, the point being a carrier of Parcel 1 as described in Book 4411, Page 277 of said Register's Office, and said point being 20 feet South of the Southwest corner of the property conveyed to George McSweyn; thence Westwardly along the property line of the property conveyed to Charline L. Bowen d/b/a Armour C. Bowen & Co. by Deed of record in Book 4411, Page 277 of said Register's Office, to a point in the East line of Lot 13 of said Unrecorded Subdivision, said Lot 13 being the property conveyed to Ben Clemmons & wife by Deed of record in Book 3742, Page 186 of said Register's Office; thence running Northwardly along the East line of said Lot 13 to a point in the Y. & M. V. Railroad R.O.W., said point being the Northeast corner of said Lot 13; thence running along the Easterly line of the Y. & M.V. Railroad R.O.W. 19 feet to a point; thence running Eastwardly parallel with Mallory Avenue 57.5 feet to the Point of Beginning.

Parcel 12:

Beginning at a point in the West line of Castex Street, 519 feet North of the North line of Mallory Avenue; running thence northwardly with said West line of Castex Street, 50 feet, more or less, to the North line of the property conveyed to William Fletcher Allen (same person as W.F. Allen) by Warranty Deed of record in Book 712, Page 167, in the Register's Office of Shelby County, Tennessee; thence Westwardly with said North line 120 feet; thence Southwardly 50 feet, more or less, to a point which is 120 feet West of the Point of Beginning; thence Eastwardly 120 feet to the Point of Beginning.

Being the same property conveyed to Refined Metals Corporation, a Delaware corporation (by virtue of Quit Claim Deed from Hardwood Products Company, a Tennessee corporation, dated June 20, 1997, recorded June 26, 1997, in [Instrument No. GS 3340](#), in the Register's Office of Shelby County, Tennessee).

Tract 2:

Lot 8 in the J. H. and Louise W. Bowen (unrecorded) Subdivision, being more particularly described as follows:

Beginning at a point in the west line of Castex Street 345.0 feet North of the present North line of Mallory Avenue; thence South 89 degrees 30 minutes 36 seconds West, 125.0 feet to a point; thence North 0 degrees 0 minutes East, 28.0 feet to a point; thence North 89 degrees 30 minutes 36 seconds East, 125.0 feet to a point in the West line of Castex Street, thence South 0 degrees East, along the West line of Castex Street, 28.0 feet to the Point of Beginning. Containing 3,499.872 feet.

Being the same property conveyed to Refined Metals Corporation, a Delaware corporation (by virtue of Limited Guardian's Deed from Jean Burnside, limited guardian of the Estate of Beatrice Bentley, dated April 7, 1989, recorded April 7, 1989, in [Instrument No. AZ4992](#), in the Register's Office of Shelby County, Tennessee).

Tract 3:

Lot 2 of the J. H. Bowen & Louise W. Bowen Unrecorded Subdivision in the City of Memphis, Tennessee, and being more particularly described as follows:

Beginning at a point in the West line of Castex Street 67.0 feet North of the intersection of the West line of Castex Street and the present North line of Mallory Avenue; thence North 89 degrees 29 minutes 02 seconds West, 113.0 feet to a point; thence North 2 degrees 18 minutes 25 seconds West, 39.0 feet to a point; thence North 88 degrees 29 minutes 27 seconds East, 114.6 feet to a point in the West line of Castex Street; thence South 0 degrees East, along the West line of Castex Street, 43.0 feet to the Point of Beginning. Containing 4663.850 Square Feet. (Tax I. D. Number 50-32-13)

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Memphis Smelter and Memphis Residential, TN Included NPP Legal Description (Part 2)

Being the same property conveyed to Refined Metals Corporation, a Delaware corporation (by virtue of Warranty Deed from Bernice A. Mason and husband, Joe Mason, dated November 15, 1988, recorded November 22, 1988, in [Instrument No. AU 6850](#), in the Register's Office of Shelby County, Tennessee).

Tract 4:

Lot 3, of the J. H. & Louise Bowen Subdivision, being more particularly described as follows:

Beginning at a point in the West line extended of Castex Street, as said street is shown of record in Plat Book 16, Page 64, in the Register's Office of Shelby County, Tennessee; said point being 133 feet North of the North line of West Mallory Avenue; thence Northwardly along the said West line of Castex Street 33.5 feet; thence Westwardly along the South line of Lot 4 a distance of 115.8 feet; thence Southwardly 35 feet; thence Eastwardly 114.6 feet to the West line of Castex Street as aforesaid to the Point of Beginning. (Tax I. D. Number 50-32-12)

Being the same property conveyed to Refined Metals Corporation, a Delaware corporation (by virtue of Warranty Deed from Mamie Coleman, unmarried, dated November 15, 1988, recorded November 22, 1988, in [Instrument No. AU 6849](#), in the Register's Office of Shelby County, Tennessee).

Tract 5:

Lot 4, of the J. H. & Louis W. Bowen Subdivision, more particularly described as follows:

Beginning 166.5 feet North from the Northwest corner of West Mallory Avenue and Castex Street to a stake in the West side of Castex Street; thence West 115.8 feet to a stake; thence North 48.5 feet to a stake; thence East 117.5 feet to a stake in the West line of Castex Street; thence South 48.5 feet to the Point of Beginning. (Tax I. D. Number 50-32-11)

Being the same property conveyed to Refined Metals Corporation, a Delaware corporation (by virtue of Warranty Deed from Albert Blankenship and wife, Mason Elizabeth Blankenship, dated November 15, 1988, recorded November 22, 1988, in [Instrument No. AU 6848](#), in the Register's Office of Shelby County, Tennessee).

Tract 6:

Lot 5, of the J. H. & Louise W. Bowen Subdivision, more particularly described as follows:

Beginning at a stake 215 feet North of the Northwest corner of West Mallory Avenue and Castex Street; thence North along the West side of Castex Street 45 feet to a stake; thence West 119 feet to a stake; thence South 50 feet to a stake; thence East 117.5 feet to a stake in the West side of Castex Street, the Point of Beginning. (Tax I. D. Number 50-32-10)

Being the same property conveyed to Refined Metals Corporation, a Delaware corporation (by virtue of Warranty Deed from Thelma Smith, unmarried, and Gertrude Ellis, unmarried, dated November 15, 1988, recorded November 22, 1988, in [Instrument No. AU 6847](#), in the Register's Office of Shelby County, Tennessee).

Tract 7:**Parcel 1:**

Lot 7, of the J. H. & Louise W. Bowen Unrecorded Subdivision being an improved parcel of land fronting 25 feet on the West side of Castex and extending back Westwardly between parallel lines 125 feet, the South line of said tract being parallel to and 342 feet, more or less, North of the North line of Mallory Avenue. (Tax 1. D. Number 50-32-8)

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Memphis Smelter and Memphis Residential, TN Included NPP Legal Description (Part 2)

Parcel 2:

Lot 11, of the J. H. & Louise W. Bowen Unrecorded Subdivision being more particularly described as follows:

Beginning at a point in the West line of Castex Street, which said point is 452 feet North of the North line of Mallory Avenue as measured along the West line of Castex Street; running thence 26 feet Northerly to an undedicated alley known as Fletcher Place; thence Westerly along the South line of said Fletcher Place and parallel with West Mallory Avenue a distance of 125 feet to a point; thence Southerly and parallel with the West line of Castex a distance of 26 feet to a point; thence Easterly parallel with West Mallory Avenue a distance of 125 feet to the Point of Beginning (Tax I. D. Number 50-32-4)

Being the same property conveyed to Refined Metals Corporation, a Delaware corporation (by virtue of Warranty Deed from Mozella Williams Redmond and husband, Charlie Redmond, dated November 15, 1988, recorded November 22, 1988, in [Instrument No. AU6843](#), in the Register's Office of Shelby County, Tennessee).

Tract 8:

Lot 9, of the J. H. & Louise W. Bowen Unrecorded Subdivision, Being part of South Memphis Land Company 1050 Acres in William Person 2500 Acre Entry Number 84, more particularly described as follows:

Beginning at a point in the West line of Castex Street 396 feet North of the Northwest corner of West Mallory Avenue and Castex Street; running thence West 125 feet to a stake; thence North 29 feet to a stake; thence East 125 feet to a stake in the West line of Castex Street; thence South along the West line of Castex Street 29 feet to the Point of Beginning. (Tax I. D. Number 50-32-6)

Being the same property conveyed to Refined Metals Corporation, a Delaware corporation (by virtue of Warranty Deed from Emily Prewitt Phillips, unmarried, dated November 15, 1988, recorded November 22, 1988, in [Instrument No. AU 6840](#), in the Register's Office of Shelby County, Tennessee).

Tract 9:

Parcel 1:

Lot 13, in the J. H. & Louise W. Bowen Unrecorded Subdivision. Being more particularly described as follows:

Beginning at a point in the Southerly line of the I. C. R. R. right of way 67.5 feet Northeasterly from the Westerly line of the J. H. and Louise W. Bowen property; thence Southwardly 86.0 feet to a point; thence Eastwardly 25.0 feet to a point; thence Northerly 115.0 feet to a point thence Southwestward 35.0 feet to the Point of Beginning. (Tax I. D. Number 50-32-20)

Parcel 2

Lot 10 of the J. H. & Louise W. Bowen Unrecorded Subdivision of the Tennessee. Same fronting 27 feet on Castes and running back between feet, and beginning feet North of Mallory Avenue. (Tax I. D. Number 50-32-5)

Being the same property conveyed to Refined Metals Corporation, a Delaware corporation (by virtue of Warranty Deed from Imogene Jenkins, dated November 15, 1988, recorded November 22, 1988, in [Instrument No. AU 6839](#), in the Register's Office of Shelby County, Tennessee).

LESS AND EXCEPT from all of the above tracts the property conveyed by the following:

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Memphis Smelter and Memphis Residential, TN Included NPP Legal Description (Part 2)

Warranty Deed recorded in [Instrument No. 07073409](#), in the Register's Office of Shelby County, Tennessee.

Special Warranty Deed recorded in [Instrument No. 08004746](#), in the Register's Office of Shelby County, Tennessee.

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Dallas, TX Included NPP Legal Description

BEING a tract of land situated in the L.H. McNeil Survey, Abstract No. 618, the B.F. McNeil Survey, Abstract No. 607, and the W.B. Watkins Survey, Abstract No. 1004, entirely in the City of Frisco, Collin County, Texas, being part of Tract 1 of a 88.44 acre remainder tract of land according to Collin County Deed Record Document [Volume 1769, Page 299](#), dated 1/26/83, Collin County, Texas, and also part of a 29.7 acre tract of land according to Collin County Deed Record Document [Volume 3154, Page 520](#), dated 10/25/89, Collin County, Texas, and also part of a 55.48 acre tract of land according to Collin County Deed Record Document [Volume 2034, Page 751](#), dated 11/8/84, Collin County, Texas, and being Lot 5, Block A, of a Conveyance Plat of the Stewart Creek Business Park Addition, as recorded in [Cabinet 2019, Page 121](#) of the Plat Records of Collin County, Texas, dated 2/19/2019, as affected by Certificate of Correction of the Conveyance Plat recorded under Clerk's File No. [20190304000222660](#), Real Property Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for the southeast corner of a parcel of land described in a Deed according to Collin County Public Record Document No. [20150520000586180](#), dated 5/20/2015, Collin County, Texas;

THENCE North 11 °09'48" East along the easterly line of said parcel of land described in a Deed according to Collin County Public Record Document No. [20150520000586180](#), dated 5/20/2015, Collin County, Texas, a distance of 577.10 feet to a point;

THENCE South 78°48'23" East along the southern Right of Way of Eubanks Street, a distance of 704.94 feet to a point;

THENCE South 82°07'06" East, along said Right of Way, a distance of 230.06 feet to a point;

THENCE South 10°05'41" West along the westerly Right of Way of Parkwood Blvd, a distance of 480.04 feet to a point;

THENCE, along said westerly Right of Way, a tangent curve to the left with a radius of 900.00 feet, a tangent length of 238.28 feet, a central angle of 29°39'33", the radius of which bears South 79°54,19" East, the chord of which bears South 04°44'05" East for a distance of 460.70 feet; Thence along the arc of said curve for a distance of 481.03 feet to a point;

THENCE South 02°42'23" East, a distance of 1751.72 feet to a point;

THENCE North 87°48'03" West, a distance of 1078.65 feet to a found 6" Pipe for a corner;

THENCE North 87°47'37" West, a distance of 63.68 feet to a point;

THENCE North 14°55'11" West, a distance of 194.67 feet to a point;

THENCE North 73°55'17" East, a distance of 61.63 feet to a point;

THENCE North 14°42'59" West, a distance of 150.20 feet to a 1/2" iron rod set, with cap stamped 6079, for a point for corner;

THENCE South 87°57'33" West, a distance of 618.92 feet to a 1/2" iron rod set, with cap stamped 6079, for a point for corner;

THENCE North 00°53'14" East, a distance of 363.31 feet to a point;

THENCE North 85°03'27" West, a distance of 284.65 feet to a 1/2" iron rod set, with cap stamped 6079, for a point for corner;

THENCE North 05°11 '33" East, a distance of 476.21 feet to a point;

THENCE North 46°28'37" West, a distance of 473.74 feet to a point, said point being in the easterly 100' Right of Way of the Burlington Northern Rail Road, as conveyed in [Volume 121, Page 20](#), of the Deed Records of Collin County, Texas;

THENCE North 24°02'29" East along said Easterly Rail Road Right of Way, a distance of 226.63 feet to a point;

THENCE South 48°46'39" East, a distance of 244.39 feet to a 1/2" iron rod set, with cap stamped 6079, for a point for corner;

THENCE South 54°10'28" East, a distance of 396.73 feet to a 1/2" iron rod set, with cap stamped 6079, for a point for corner;

THENCE North 73°41'48" East, a distance of 214.20 feet to a 1/2" iron rod set, with cap stamped 6079, for a point for corner;

THENCE North 77°50'18" East, a distance of 550.63 feet to a 1/2" iron rod set, with cap stamped 6079, for a point for corner;

THENCE North 05°02'58" East, a distance of 272.29 feet to an X cut for a point for corner;

THENCE North 04°48'06" East, a distance of 443.41 feet to a 1/2" iron rod set, with cap stamped 6079, for a point for corner;

THENCE North 78°52'36" West, a distance of 105.04 feet to the PLACE OF BEGINNING and containing 86.35 acres of land, more or less.

BASIS OF BEARINGS:

Bearings are based on the City of Frisco Geodetic Control Monuments Nos. 1 & C263 and on the State Plane Nad 83 coordinates established by RTK method using Geoshack Data RTK Network.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

APPENDIX F

**LIST OF ONGOING WORK CONSTITUTING, FOR THE AVOIDANCE OF DOUBT,
ENVIRONMENTAL ACTIONS**

As to the Vernon, CA Designated Site:

- a) February 2002 Corrective Action Consent Order, Dock. No. P3-01/02-010, and underlying onsite workplans;
- b) November 2014 Vernon Stipulation and Order, HWCA No. 2014-6489, as amended in 2015 and 2016;
- c) December 8, 2016 Final Closure Plan;
- d) October 19, 2017 Final Closure Implementation Plan.

As to Reading Battery and Reading Residential, PA Designated Site:

- a) February 21, 2013 Consent Order and Agreement.

As to Hamburg, PA Designated Site:

- a) July 10, 2020 Remedial Action Plan .

As to the Dallas, TX Designated Site:

- a) Hazardous Waste Permit No. 50105
EPA ID. No. TXD068999622
ISWR No. 30136
With Class 1 and Class 2 Permit Modifications.

**Appendix G
Specific Equipment List**

As to each of the Designated Sites:

Any personal property and equipment purchased pursuant to the Americas Stock and Asset Purchase Agreement, Dkt. 690, by the Buyer, as defined therein, present on any Designated Site as of the closing date thereof but not removed by the Buyer as of the Effective Date of the Consent Decree and Settlement Agreement.

And, further:

As to the Columbus, GA Designated Site:

All personal property and equipment related to or necessary for continued operation of the groundwater monitoring wells, groundwater recovery wells, and wastewater and storm water treatment plants.

As to the Hamburg, PA Designated Site:

All personal property and equipment related to or necessary for the groundwater monitoring wells and boot wash stations.

As to the Reading Battery and Reading Residential, PA Designated Site:

All personal property and equipment related to or necessary for the groundwater monitoring wells and wastewater and stormwater treatment plants.

APPENDIX H
LIST OF NPP BONDS AND VERNON BOND AND THEIR PENAL SUM

Nothing in this Appendix H alters the NPP Bond or Vernon Bond instruments or any obligations thereunder

Included NPP	Penal Sum of NPP Bond(s) Applicable to Included NPP
Columbus, GA Included NPP	\$ 10,504,673.00 \$ 8,200.00
Florence Former Smelter and Vacant Land, MS Included NPP	\$ 625,173.00
Tampa, FL Included NPP	\$ 4,804,725.00
Frankfort, IN Included NPP	\$ 1,656,388.00
Baton Rouge, LA Included NPP	\$ 2,760,026.00 \$ 567,191.00
Dallas, TX Included NPP	\$ 111,496.00
Reading Battery and Reading Residential, PA Included NPP	\$ 1,995,492.00
Memphis Smelter and Memphis Residential, TN Included NPP	\$ 575,463.70
TOTAL OF ALL NPP BONDS:	\$ 23,608,827.70

Vernon, CA NPP	Penal Sum of Vernon Bond
Vernon, CA NPP	\$ 11,158,854.00

APPENDIX I

Contact Information for Paragraph 56 of Consent Decree and Settlement Agreement

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044
Ref. DOJ File No. 90-11-2-07802/8

Kerriann Shabanowitz
Attorney-Advisor, Regional Support Division
U.S. Environmental Protection Agency
1200 Pennsylvania Ave, N.W., WJC South Room 5226E
Washington, D.C. 20460
(202) 564-4205
Shabanowitz.Kerriann@epa.gov

As to the California Department of Toxic Substances Control (solely with respect to the requirements of the Vernon Environmental Trust Agreement, if any, and Section XII of the Consent Decree and Settlement Agreement)

Grant Cope
Deputy Director
Site Mitigation and Restoration Program
Department of Toxic Substances Control
P.O. Box 806
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Anthony A. Austin
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As to the Florida Department of Environmental Protection:

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As to the Georgia Environmental Protection Division:

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Chief, Land Protection Branch
Georgia Environmental Protection Division
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As to the Illinois Environmental Protection Agency

Attn: James Kropid, Esq.
Division of Legal Counsel
1021 North Grand Avenue East
Springfield, Illinois 62794-9276
James.Kropid@illinois.gov

As to the Indiana Department of Environmental Management:

Ryan L. Groves
Section Chief | State Cleanup Program
Office of Land Quality
Indiana Department of Environmental Management
100 N. Senate Ave., IGCN, Room 1101
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At to the Louisiana Department of Environmental Quality:

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Bankruptcy Counsel to LDEQ
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And,

Oscar Magee, Attorney, La. Bar # 32302
Dwana C. King, Deputy General Counsel,
La. Bar #20590
Legal Affairs Division
Louisiana Department of Environmental Quality
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And,

Yolunda M. Righteous, J.D.
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Texas Commission on Environmental Quality
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As to the Environmental Trustee:

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Not individually but in its capacity as Trustee
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As to the Consenting Creditors:

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Robert A. Britton, Esq.;
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As to the Europe/ROW Purchaser:

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Email: nate.hudson@mackayshields.com
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-and-

EIH Europe Acquisition LLC
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-with a copy (which will not constitute notice) to:-

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APPENDIX J

LIST OF SPECIFIED AFFILIATES

1. AB Custom Alternative Solutions LLC
2. AB Private Credit Investors LLC
3. AllianceBernstein Corporation
4. AllianceBernstein Holding L.P.
5. AllianceBernstein Limited
6. AllianceBernstein L.P. and its employees
7. Axar Capital Management, L.P. and its employees
8. D. E. Shaw Adviser II, L.L.C.
9. D. E. Shaw Laminar Portfolios, L.L.C.
10. D. E. Shaw Manager II, L.L.C.
11. D. E. Shaw & Co. II, Inc.
12. D. E. Shaw & Co., Inc.
13. D. E. Shaw & Co., L.L.C.
14. D. E. Shaw & Co., L.P. and its employees
15. DW Partners, L.P. and its employees
16. Fidelity Management & Research Company LLC and its employees
17. FMR LLC
18. Guggenheim Credit Services, LLC and its employees
19. Guggenheim Partners Investment Management, LLC and its employees
20. MacKay Shields LLC and its employees
21. Mudrick Capital Management L.P. and its employees
22. Neuberger Berman Investment Advisers LLC and its employees
23. NYL Investors LLC and its employees
24. Riva Ridge Capital Management LP and its employees
25. Sanford C. Bernstein & Co., LLC
26. Stonehill Capital Management LLC and its employees
27. W.P. Stewart Asset Management Ltd.

APPENDIX K

EXIDE VERNON ENVIRONMENTAL RESPONSE TRUST AGREEMENT

BY AND AMONG

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

AND

THE TRANSFERRED ENTITIES

AND

**PATHFORWARD CONSULTING, INC.,
not individually but solely in its representative capacity
as Vernon Environmental Trustee,**

AND

**THE UNITED STATES OF AMERICA, on behalf of the UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
and
WESTCHESTER FIRE INSURANCE COMPANY
as Beneficiaries**

As of September, 2020

EXIDE VERNON ENVIRONMENTAL RESPONSE TRUST AGREEMENT

This Exide Vernon Environmental Response Trust Agreement (this “**Agreement**”) is made this ____ day of _____, by and among **EXIDE HOLDINGS, INC., EXIDE TECHNOLOGIES, LLC, EXIDE DELAWARE LLC, DIXIE METALS COMPANY, AND REFINED METALS CORPORATION**, as the debtors in these Bankruptcy Cases (defined below) (collectively “Debtors”); the **TRANSFERRED ENTITIES** (defined below); **PATHFORWARD CONSULTING, INC.**, not individually but solely in its representative capacity as Vernon Environmental Trustee (defined below) of the Vernon Environmental Response Trust established hereby (defined below), **THE UNITED STATES OF AMERICA, on behalf of the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (“EPA,”** as further defined below), and **WESTCHESTER FIRE INSURANCE COMPANY (“Westchester,”** and collectively with the Environmental Agencies, the “Beneficiaries,” as further defined below).

RECITALS:

WHEREAS, 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**”);

WHEREAS, 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**” as defined in the Consent Decree and Settlement Agreement) 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;

WHEREAS, the Debtors, the Transferred Entities, the Europe/ROW Purchaser (defined below), the Consenting Creditors (defined below), the Vernon Environmental Trustee (defined below), EPA, and Westchester have entered into that certain Consent Decree and Settlement Agreement Regarding the Non-Performing Properties (the “**Consent Decree and Settlement Agreement**”) filed with the Bankruptcy Court to which this Agreement is Appendix K;

WHEREAS, the Consent Decree and Settlement Agreement provides for the creation of the Vernon Environmental Response Trust (as defined below) created by this Agreement;

WHEREAS, the Consent Decree and Settlement Agreement provides for, among other things, the transfer of (a) the Vernon, CA NPP, certain other property, claims and causes of action, and funds from the Debtors’ estates (defined below and collectively as the “**Transferred Debtor Assets**”) and (b) funds from the Transferred Entities at the direction of the Consenting Creditors (defined below as the “**Initial Funding**”) to the Vernon Environmental Response Trust to be

administered by the Vernon Environmental Trustee pursuant to this Agreement and the Consent Decree and Settlement Agreement;

WHEREAS, in accordance with the Consent Decree and Settlement Agreement, the Vernon Environmental Response Trust is established by this Agreement for the purpose of (a) owning the Vernon Environmental Trust Assets (defined below); (b) carrying out administrative and property management functions related to the Vernon Environmental Trust Assets; (c) conducting, managing and/or funding implementation of future Vernon Environmental Actions (defined below) approved by the Lead Agencies (defined below) with respect to the Vernon Environmental Trust Assets; (d) pursuing, as appropriate, Vernon Applicable Insurance (as defined in the Consent Decree and Settlement Agreement) claims and/or proceeds or other Vernon Environmental Trust Causes of Action (as defined in the Consent Decree and Settlement Agreement) and/or proceeds assigned to the Vernon Environmental Response Trust; (e) fulfilling other obligations as set forth in the Consent Decree and Settlement Agreement; and (f) ultimately selling, transferring, or otherwise disposing of, or facilitating 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 in the Consent Decree and Settlement Agreement and this Agreement and with no objective or authority to engage in any trade or business except as may otherwise be provided in this Agreement;

WHEREAS, this Agreement and the Consent Decree and Settlement Agreement govern the Vernon Environmental Response Trust, which is created pursuant to Section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under section 468B of the Internal Revenue Code (the “**QSF Regulations**”); and

WHEREAS, the Vernon Environmental Response Trust shall be the exclusive holder of the Vernon Environmental Trust Assets (defined below) for purposes of 31 U.S.C. § 3713(b).

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein and in the Consent Decree and Settlement Agreement, the Agreement Parties (defined below) hereby agree as follows:

ARTICLE I.
DEFINITIONS

1.1. Definitions.

The following terms as used in this Agreement shall have the definitions given below. Any capitalized term not expressly defined herein shall have the meaning given such term in the Consent Decree and Settlement Agreement.

1.1.1. “Agreement” has the meaning as given in the preamble.

1.1.2. “Agreement Parties” means the Debtors, the Transferred Entities, the Vernon Environmental Trustee, and the Beneficiaries except for CADTSC.

1.1.3. “Bankruptcy Cases” means In re Exide Holdings, Inc. (Bankr. D. Del., Case No. 20-11157 (CSS)) and the cases with which it is jointly administered.

1.1.4. “Bankruptcy Code” means title 11 of the United States Code, in effect on the Petition Date, and subject to any further amendments retroactively applicable to the Petition Date.

1.1.5. “Bankruptcy Court” has the meaning given in the Recitals.

1.1.6. “Beneficiaries” means the Environmental Agencies and, as and solely to the extent set forth in the Consent Decree and Settlement Agreement, Westchester.

1.1.7. “CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as now in effect or hereafter amended.

1.1.8. “Claim” shall have the meaning set forth in section 101(5) of the Bankruptcy Code.

1.1.9. “Consent Decree and Settlement Agreement” has the meaning given in the Recitals.

1.1.10. “Consenting Creditors” has the meaning set forth in the Plan.

1.1.11. “Consultant” has the meaning given in Section 4.1.2 herein.

1.1.12. “Consultation with the Non-Lead Agency” means that the Lead Agency will timely consult with the Non-Lead Agency if the Non-Lead Agency has timely requested such consultation and timely engages in such consultation. As to any obligation contained in any paragraph or provision of this Agreement of a Lead Agency to consult, prior to making a decision or taking action, with the Non-Lead Agency, no decision made or action taken by the Lead Agency shall be deemed invalid if made or taken after the Lead Agency responds to any timely request for consultation and therein seeks to initiate such consultation.

1.1.13. “Court” means the Bankruptcy Court or if the Bankruptcy Court abstains from exercising jurisdiction or is otherwise without jurisdiction over any matter arising out of this Agreement, a United States District Court having competent jurisdiction with respect to such matter.

1.1.14. “Debtors” has the meaning given in the preamble.

1.1.15. “Vernon, CA NPP” means the property listed under that name in Consent Decree and Settlement Agreement Appendix C upon its transfer to the Vernon Environmental Response Trust, as further defined in Consent Decree and Settlement Agreement Appendix L by its legal or other description.

1.1.16. “Effective Date” shall mean the effective date of the Plan.

1.1.17. “Emergency Environmental Action” has the meaning set forth in Section 3.2.1 herein.

1.1.18. “Environmental Agencies” means EPA and the CADTSC.

1.1.19. “Environmental Law” or “Environmental Law(s)” means, 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, including, without limitation, CERCLA, the Clean Water Act (“CWA”), 33 U.S.C. § 1251 et seq., the Clean Air Act (“CAA”), 42 U.S.C. § 7401 et seq., Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901 et seq., and all state and local equivalents.

1.1.20. “Vernon Environmental Actions” means 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 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 to the Consent Decree and Settlement Agreement; (ii) shall not include natural resource assessment or restoration; and (iii) unless otherwise directed by the Lead Agency, 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 any Designated Site after the Effective Date caused by a third party unaffiliated with the Vernon Environmental Response Trust.

1.1.21. “Vernon Environmental Response Trust” means the trust established pursuant to this Agreement.

1.1.22. “Vernon Environmental Trust Account” the account established pursuant to Section 2.2.1 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 as included in a budget that has been approved by the Lead Agency as provided in Section 3.2.2, and to provide funding for the Pre-Effective Date Start-Up Fees and Expenses of the Vernon Environmental Trustee as provided in Section 3.2.2 herein.

1.1.23. “Vernon Environmental Trust Assets” means (a) those assets and properties, including without limitation the Transferred Debtor Assets and the Initial Funding, transferred by any party to the Vernon Environmental Response Trust pursuant to the Consent Decree and Settlement Agreement (see Paragraphs 58 and 59 of the Consent Decree and Settlement Agreement), and (b) such other assets acquired, earned, or held by the Vernon Environmental Response Trust from time to time pursuant to this Agreement and the Consent Decree and Settlement Agreement, including the Vernon Environmental Trust Proceeds (defined below).

1.1.24. “Vernon Environmental Trust Parties” means, collectively, a) the Vernon Environmental Response Trust, and b) the Vernon Environmental Trustee, 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 Vernon Environmental Trustee; *provided however*, that any contractors or consultants retained by the Vernon Environmental Trustee to perform or oversee Vernon 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.

1.1.25. “Vernon Environmental Trust Proceeds” means the net proceeds of any liquidation, sale, lease, recovery or other disposition of or other proceeds in respect of the Vernon Environmental Trust Assets.

1.1.26. “Vernon Environmental Trust Wind-Down Subaccount” has the meaning given in Section 2.2.1 herein.

1.1.27. “Vernon Environmental Trustee” means the trustee of the Vernon Environmental Response Trust.

1.1.28. “EPA” means the United States Environmental Protection Agency and any successor departments or agencies of the United States.

1.1.29. “Vernon Excess Funding” has the meaning given in the Consent Decree and Settlement Agreement.

1.1.30. “Final Order” has the meaning given in the Plan.

1.1.31. “Initial Funding” has the meaning given in Section 2.1.5 herein.

1.1.32. “Internal Revenue Code” means the Internal Revenue Code of 1986, as amended.

1.1.33. “Lead Agency” means the Lead Agency initially identified in Paragraph 62 of the Consent Decree and Settlement Agreement. The Lead Agency may be changed as provided in Paragraph 62 of the Consent Decree and Settlement Agreement.

1.1.34. “Non-Lead Agency” means the Non-Lead Agency initially identified in Paragraph 62 of the Consent Decree and Settlement Agreement. The Non-Lead Agency may be changed as provided in Paragraph 62 of the Consent Decree and Settlement Agreement.

1.1.35. “Vernon Bond” means 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, CA NPP listed in Appendix H to the Consent Decree and Settlement Agreement.

1.1.36. “Petition Date” has the meaning given in the Recitals.

1.1.37. “Person” means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, charitable foundation, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

1.1.38. “Pre-Effective Date Start-Up Fees and Expenses” shall have the meaning given in Section 3.2.3 herein.

1.1.39. “QSF Regulations” has the meaning given in the Recitals.

1.1.40. “Transferred Debtor Assets” shall mean (i) the Debtors’ right, title, and interest in the Vernon, CA NPP and all other personal property (tangible and intangible), equipment, and other assets related thereto as set forth in Paragraph 59(a)(i) of the Consent Decree and Settlement Agreement, (ii) Vernon Applicable Insurance claims and/or proceeds thereof and Vernon Environmental Trust Causes of Action and/or proceeds thereof as set forth in Paragraph 59(a)(ii) of the Consent Decree and Settlement Agreement, (iii) any proportionate share of real or personal property taxes, tax credits, or refunds due to the Vernon Environmental Response Trust as set forth in Paragraph 59(d) of the Consent Decree and Settlement Agreement, (iv) the costs associated with curing title defects paid to the Vernon Environmental Response Trust as set forth in Paragraph 59(c) of the Consent Decree and Settlement Agreement, (v) any amount paid or reserved to the Vernon Environmental Response Trust for post-petition amounts due or accrued on account of contracts or leases assigned to the Vernon Environmental Response Trust for goods or services requested and received by the Debtors during the post-petition period as set forth in Paragraph 64 of the Consent Decree and Settlement Agreement, all to be transferred by Debtors to the Vernon Environmental Response Trust in accordance therewith; and (vi) water rights associated with the Vernon, CA NPP.

1.1.41. “Transferred Entities” has the meaning given in the Consent Decree and Settlement Agreement.

1.1.42. “Trust Subaccount” and “Trust Subaccounts” have the meanings given in Section 2.2.3 herein.

1.1.43. “United States” means the United States of America, on behalf of EPA.

1.1.44. “Vernon 120-Day Budget” has the meaning given in Section 3.2.2 herein.

1.1.45. “Westchester” has the meaning given in the preamble.

ARTICLE II.
THE VERNON ENVIRONMENTAL RESPONSE TRUST

2.1. Creation of and Transfer of Assets to the Vernon Environmental Response Trust

2.1.1. Pursuant to the Consent Decree and Settlement Agreement, the Agreement Parties hereby establish, on behalf of the Beneficiaries named herein, and Debtors hereby agree to transfer, assign and deliver, by good title and other appropriate instruments, to the Vernon Environmental Response Trust, or to the Vernon Environmental Trustee, not individually but solely in its representative capacity as Vernon Environmental Trustee on behalf of the Beneficiaries, all of

Debtors' respective rights, titles and interests in and to the Transferred Debtor Assets. The transfer of ownership by the Debtors of the Transferred Debtor Assets shall be a transfer of all of the Debtors' respective rights, 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, 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 the Beneficiaries under the 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 the Environmental Agencies; and (iv) subject to Paragraph 59.e of the Consent Decree and Settlement Agreement, with respect to the Vernon, CA NPP, shall be in as-is where-is condition, including title defects. Except as otherwise provided in the Consent Decree and Settlement Agreement, the Vernon Environmental Response Trust shall not be responsible for the payment of any invoices, statements, or amounts relating to the Transferred Debtor Assets for the period after the Petition Date and prior to the Effective Date even if such items are issued after the Effective Date or are not known of at the time of the Effective Date.

2.1.2. Debtors, as applicable, shall reasonably cooperate with the Environmental Agencies and the Vernon Environmental Trustee to deliver to a 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, except as otherwise provided in the Consent Decree and Settlement Agreement. After the Effective Date, 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 \$25,000; *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.

2.1.3. The Debtors shall be responsible for, and shall pay to the Vernon Environmental Response Trust on the Effective Date, the Debtors' pro-rata share of such real and personal property taxes that have accrued or become a lien on the Vernon, CA NPP up to and including the Effective Date. 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 Agreement 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 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 New Tax Bills and the period of their respective ownership during such calendar or tax year. The Vernon Environmental Response Trust shall be responsible for payment of its pro-rata share of such real and personal property taxes that accrue during the calendar year in which the Effective Date occurs for the period after the Effective Date, and thereafter, for the Transferred Debtor Assets. Such amounts are to be paid from funds made available to the Vernon Environmental Trust Account. The Debtors 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 or any personal property transferred on the Effective Date. After the Effective Date, the Debtors and the Vernon Environmental Response Trust shall reasonably cooperate with each other in connection with the Debtors’ pending tax appeals related to the Vernon, CA NPP.

2.1.4. On and after the Effective Date, Debtors shall have no interest in, or with respect to, the Vernon Environmental Response Trust or any Vernon Environmental Trust Assets, except to the extent provided in Paragraph 59.d of the Consent Decree and Settlement Agreement. Except as provided in Paragraph 59.d of the Consent Decree and Settlement Agreement, upon the transfer of the Transferred Debtor Assets, neither the Debtors, nor any successors thereto, shall have any further obligation to provide funding or other assets to the Vernon Environmental Response Trust.

2.1.5. On the Effective Date, the Transferred Entities shall transfer to the Vernon Environmental Response Trust, in accordance with instructions provided by the Vernon Environmental Trustee, cash in the amount of \$2,587,523.00 to fund the Vernon Environmental Trust Account (the “**Initial Funding**”), in accordance with the Consent Decree and Settlement Agreement.

2.1.6. Upon the payment of the Initial Funding, the Transferred Entities shall have no interest in, or with respect to, the Vernon Environmental Response Trust or any Vernon Environmental Trust Assets, and neither the Transferred Entities, nor any successors thereto, shall have any further obligation to provide funding to the Vernon Environmental Response Trust.

2.1.7. On or before the Effective Date (including prior to the date of execution of this Agreement), Westchester shall pay the full penal sum of the Vernon Bond into the standby trust previously created by the January 30, 2013 Closure/Postclosure Trust Agreement between Debtors and U.S. Bank National Association for the Vernon, CA NPP or otherwise as agreed in writing by CADTSC; provided, however, that if Westchester and CADTSC do not enter into a written agreement providing that 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 to CADTSC on the Vernon Bond obligation associated is fully discharged by the payment of the penal sum of the Vernon Bond under this Paragraph, then Westchester shall not be obligated under this Agreement to make any payment on account of the Vernon Bond. Nothing in this Agreement affects or modifies any of Westchester’s obligations, including but not limited to obligations related to payment of the penal sum, under existing governing law and agreements, including but not limited to the January 30, 2013 Closure/Postclosure Trust Agreement and the Vernon Bond.

2.1.8. The Vernon Environmental Response Trust hereby accepts and agrees to hold the Vernon Environmental Trust Assets in the Vernon Environmental Response Trust for the benefit of the Beneficiaries for the purposes described in Section 2.3 below, subject to the terms of the Consent Decree and Settlement Agreement, this Agreement, and any applicable orders of the Court.

2.1.9. Upon the Effective Date, the Debtors shall pay, in cash, all post-petition amounts due and owing or accrued for goods or services requested and received by the Debtors during the post-petition period (the “**Post-Petition Contract Obligations**”) under any designated contract or lease being assumed by the Debtors and assigned to the Vernon Environmental Trust pursuant to Paragraph 64 of the Consent Decree and Settlement Agreement (the “**Assumed Contracts**”). In the event the Debtors do not pay such amounts in cash, then the Debtors shall fund a reserve (the “**Contract Reserve**”) to an account under the control of the Vernon Environmental Trustee for the benefit of the Vernon Environmental Response Trust in an amount equal to (i) the estimated amount of any Post-Petition Contract Obligation (as agreed to by the Debtors and the Vernon Environmental Trustee) accrued but not invoiced as of the Effective Date and (ii) the maximum amount of any Post-Petition Contract Obligations the Debtors are disputing. The Vernon Environmental Trustee shall use the amounts in the Contract Reserve to (a) pay any post-Effective Date invoices for Post-Petition Contract Obligations and (b) to pay any disputed Post-Petition Contract Obligations determined by Final Order of the Bankruptcy Court (or agreed to between the Debtors and the contract counterparty). The Vernon Environmental Trustee shall return any unused funds in the Contract Reserve to the Plan Administrator after all Post-Petition Contract Obligations have been fulfilled.

2.2. Creation of Vernon Environmental Trust Account

2.2.1. Prior to receipt of the Transferred Debtor Assets and the Initial Funding, the Vernon Environmental Trustee shall create a Vernon Environmental Trust Account within the Vernon Environmental Response Trust (the “**Vernon Environmental Trust Account**”). The purpose of the Vernon Environmental Trust 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, that are included in an approved budget as set forth in Paragraph 78 of the Consent Decree and Settlement Agreement and Section 3.2.2 herein, and for the Pre-Effective Date Start-Up Fees and Expenses of the Vernon Environmental Trustee pursuant to Section 3.2.3 of this Agreement. The Vernon Environmental Trustee shall create within the Vernon Environmental Trust Account a segregated Vernon Environmental Response Trust wind-down reserve account, in an amount of not more than \$50,000.00, to fund the wind-down costs of the Vernon Environmental Response Trust (the “**Vernon Environmental Trust Wind-Down Subaccount**”). Subject to Section 2.6 herein, the income and gains from any investment of the Vernon Environmental Trust Assets shall be allocated, paid and credited to the Vernon Environmental Trust Account in accordance with this Section 2.2 herein and the Consent Decree and Settlement Agreement.

2.2.2. Upon receipt of the Transferred Debtor Assets and the Initial Funding, in accordance with the Consent Decree and Settlement Agreement, the Vernon Environmental Trust

Account shall be funded with all of the Initial Funding. At any time after the Effective Date, and in its sole discretion, CADTSC may transfer any or all of the money in the following trust fund accounts to the Vernon Environmental Trust Account: (i) the Closure Financial Assurance Trust Fund, created 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, created pursuant to an agreement entered into as of January 30, 2013 by and between Exide Technologies and U.S. Bank National Association. 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) identified in (i) and (ii). This trust fund money shall be used solely for the Vernon Environmental Actions.

2.2.3. The Vernon Environmental Trust Account may be divided into such number of trust subaccounts dedicated for specific uses as may be deemed necessary in the sole discretion of the Vernon Environmental Trustee and consistent with an approved budget (each, a “**Trust Subaccount**”) to comply with the terms of, and implement, the Consent Decree and Settlement Agreement and this Agreement.

2.2.4. For all federal income tax purposes, the Vernon Environmental Trustee, Debtors, Transferred Entities, and Westchester shall treat the transfer of the Transferred Debtor Assets by Debtors and the Initial Funding by the Transferred Entities, to the Vernon Environmental Response Trust as a transfer to a qualified settlement fund pursuant to section 468B of the Internal Revenue Code and the QSF Regulations. 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 the QSF Regulations. The Court shall retain continuing jurisdiction over the Vernon Environmental Response Trust and Vernon Environmental Trust Account sufficient to satisfy the requirements of the QSF Regulations. 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. Taxes imposed upon earnings accruing to the Vernon Environmental Trust Account shall be paid from that account. The Vernon Environmental Trustee shall be the “administrator” of the Vernon Environmental Response Trust pursuant to Treasury Regulation section 1.468B-2(k)(3).

2.3. Objectives and Purposes

2.3.1. The purpose of the Vernon Environmental Response Trust shall be to: (i) own the Vernon Environmental Trust Assets; (ii) carry out administrative and property management functions related to the Vernon Environmental Trust Assets; (iii) conduct, manage and/or fund implementation of future Vernon Environmental Actions approved by the Lead Agency with respect to the Vernon Environmental Trust Assets; (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 the Consent Decree and Settlement Agreement; and (vi) ultimately sell, transfer, or otherwise dispose 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 this Agreement. The Vernon Environmental

Trustee may, upon written approval of the Lead Agency, after Consultation with the Non-Lead Agency, conduct trade or business at or in connection with the Vernon, CA NPP for the sole purpose of increasing assets to be utilized for Vernon Environmental Actions, but shall not engage in any other trade or business.

2.3.2. The Court shall retain continuing jurisdiction over the Vernon Environmental Response Trust. The Vernon Environmental Response Trust satisfies all of the requirements of, and is intended by the Agreement Parties to be classified as, a qualified settlement fund pursuant to the QSF Regulations.

2.4. Holder of Vernon Environmental Trust Assets

The Vernon Environmental Response Trust shall be the exclusive holder of the Vernon Environmental Trust Assets and Vernon Environmental Trust Account described herein for purposes of 31 U.S.C. § 3713(b).

2.5. Management of Vernon Environmental Trust Assets

Consistent with this Agreement and the Consent Decree and Settlement Agreement, the Vernon Environmental Trustee shall use the Vernon Environmental Account to fund Vernon Environmental Actions, site-specific property management costs, including but not limited to the payment of real estate taxes, non-real property taxes, and site security, and 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 that have been approved by the Lead Agency in accordance with the procedure set forth in Paragraph 74 of the Consent Decree and Settlement Agreement and Section 3.2.2 of this Agreement.

2.5.1. The Lead and Non-Lead Agency for the Vernon, CA NPP 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 of the Consent Decree and Settlement Agreement, or other circumstances approved by the Lead Agency, the actual funding needed for the Vernon, CA NPP is less than the amount remaining in the Vernon Environmental Account (the difference being “**Vernon Excess Funding**”). In such an event, the Vernon Environmental Trustee shall transfer the Vernon Excess Funding in accordance with Paragraph 78 of the Consent Decree and Settlement Agreement.

2.5.2. After the Lead and Non-Lead Agencies have confirmed to the Vernon Environmental Trustee in writing that all final actions have been completed, and all final costs have been disbursed for Vernon Environmental Actions and administrative expenses, and all final costs have been disbursed for the wind down of the Vernon Environmental Response Trust, any funds remaining in the Vernon Environmental Trust Account shall be transferred in accordance with Paragraph 78 of the Consent Decree and Settlement Agreement.

2.5.3. Annually, beginning with the first year after the Effective Date, the Vernon Environmental Trustee shall provide the Environmental Agencies with an update of anticipated future costs of the Vernon Environmental Response Trust as set forth in Section 3.2.2 hereof.

2.6. Investment and Safekeeping of Vernon Environmental Trust Assets

2.6.1. The Vernon Environmental Trust Assets, until sold, distributed, or used as provided herein and in the Consent Decree and Settlement Agreement, shall be held in trust and segregated. All interest, dividends, and other revenue earned in the Vernon Environmental Trust Account shall be retained in the Vernon Environmental Trust Account and used only for the same purposes as the principal in that account as provided in this Agreement and the Consent Decree and Settlement Agreement, subject to any transfers approved by the Environmental Agencies in accordance with the terms of this Agreement and the Consent Decree and Settlement Agreement. The Vernon Environmental Trustee shall be under no liability for interest or producing income on any moneys received by the Vernon Environmental Response Trust hereunder and held for distribution or payment as provided in this Agreement, except as such interest shall actually be received by the Vernon Environmental Response Trust. The right and power of the Vernon Environmental Response Trust to invest the Vernon Environmental Trust Assets, Vernon Environmental Trust Proceeds, or any income earned by the Vernon Environmental Response Trust, shall be limited to the right and power to invest such assets (pending periodic distributions in accordance with ARTICLE III hereof) in demand and time deposits, such as certificates of deposit, in banks or other savings institutions whose deposits are federally insured, or Treasury bills. The scope of any such permissible investments shall be limited to include only those investments, or shall be expanded to include any additional types of investments as permitted by the Lead Agency after Consultation with the Non-Lead Agency, and these additional types of investments shall be specifically detailed in writing including a directive that the Vernon Environmental Response Trust is authorized to make, in each case, such type of investments.

2.6.2. The Vernon Environmental Trustee is expressly prohibited from holding any or all of the Vernon Environmental Trust Assets in a common, commingled or collective trust fund and from holding any or all of the Vernon Environmental Trust Assets in a common, commingled or collective trust fund with the assets of any other entity.

2.6.3. Nothing in this Section shall be construed as authorizing the Vernon Environmental Trustee to cause the Vernon Environmental Response Trust to carry on any business other than as specified herein or to divide the gains therefrom, including without limitation, the business of an investment company, or a company “controlled” by an “investment company,” required to register as such under the Investment Company Act of 1940, as amended.

2.6.4. The Vernon Environmental Trust Parties shall not incur any liability for following any written direction or order to act (or to refrain from acting) from any Beneficiary so long as such written direction is within the authority of the Beneficiary and is not manifestly inconsistent with this Agreement and the Consent Decree and Settlement Agreement.

2.7. Access and Deed Restrictions

The Vernon Environmental Trustee shall provide the Lead Agency and Non-Lead Agency for the Vernon, CA NPP and their respective representatives and contractors access to all portions of the Vernon, CA NPP that the Vernon Environmental Response Trust owns at all reasonable times for the purposes of conducting or overseeing Vernon Environmental Actions. The Vernon Environmental Trustee shall also provide any party that the Lead Agency shall designate for investigation, cleanup, and other purposes consistent with this Agreement or consistent with the Lead Agency's authorities or mission, access to all portions of the Vernon, CA NPP that the Vernon Environmental Response Trust owns at all reasonable times. The Vernon Environmental Trustee shall implement any institutional controls, land use controls, or deed restrictions requested by the Lead Agency with respect to the Vernon, CA NPP. The Vernon Environmental Trustee shall execute and record with the appropriate recorder's office any institutional controls or deed restrictions requested in writing by the Lead Agency for restrictions on use of Vernon, CA NPP in order to protect public health, welfare or safety or the environment or ensure non-interference with any action provided for in this Agreement. Any institutional controls or deed restrictions of record as to the Vernon, CA NPP in effect prior to the Effective Date of the Consent Decree and Settlement Agreement shall survive the effectiveness of the Consent Decree and Settlement Agreement. The Vernon Environmental Trustee shall abide by the terms of any institutional controls, land use controls, or deed restrictions in place or of record as to the Vernon, CA NPP; *provided, however*, that nothing herein shall create any personal liability for any Vernon Environmental Trust Party due to the Vernon Environmental Trustee's failure to abide by any institutional controls, land use controls, or deed restrictions of which the Vernon Environmental Trustee is unaware.

2.8. Accounting

The Vernon Environmental Trustee shall maintain proper books, records, and accounts relating to all transactions pertaining to the Vernon Environmental Response Trust, and the assets and liabilities of the Vernon Environmental Response Trust in such detail and for such period of time as may be necessary to enable the Vernon Environmental Trustee to make a full and proper accounting in respect thereof in accordance with ARTICLE VI below and to comply with applicable provisions of law and good accounting practices. Except as otherwise provided herein or in the Consent Decree and Settlement Agreement, the Vernon Environmental Trustee shall not be required to file any accounting with, or seek approval, of the Court with respect to the administration of the Vernon Environmental Response Trust, or as a condition for making any payment or distribution out of the Vernon Environmental Trust Assets. Beneficiaries shall have the right upon fourteen (14) days' prior written notice delivered to the Vernon Environmental Trustee to inspect such books and records at reasonable times during business hours.

2.9. Termination

Consistent with the terms of the Consent Decree and Settlement Agreement, the Vernon Environmental Trustee shall not unduly prolong the duration of the Vernon Environmental Response Trust and shall at all times endeavor to complete the Vernon Environmental Response Trust's objectives and purposes; resolve, settle, or otherwise dispose of all claims against Vernon Environmental Trust Assets to effect the distribution of any remaining Vernon Environmental

Trust Assets and other receipts relating thereto to the Beneficiaries hereunder in accordance with the terms hereof and the Consent Decree and Settlement Agreement; and to terminate the Vernon Environmental Response Trust as soon as practicable consistent with this Agreement and the Consent Decree and Settlement Agreement.

2.10. Disposition of the Vernon, CA NPP

2.10.1. The Vernon Environmental Trustee may, at any time, seek the approval of the Lead Agency for the Vernon, CA NPP to take actions needed for the sale, lease or other disposition of all or part of Vernon, CA NPP. The Vernon Environmental Trustee may not complete the sale, lease, or other disposition of all or any part of a Vernon, CA NPP without the consent of the Lead Agency as provided in Paragraphs 84 and 85 of the Consent Decree and Settlement Agreement. Subject to the approval of the Lead Agency for the Vernon, CA NPP as set forth in Paragraphs 84 and 85 of the Consent Decree and Settlement Agreement, the Vernon Environmental Trustee may sell, lease, or otherwise dispose of Vernon, CA NPP in a transaction that includes funding from the Vernon Environmental Trust Account, *provided* that the net effect of any proposed sale, lease or other disposition is to lessen the total financial obligations and liabilities that would otherwise be incurred by the Vernon Environmental Response Trust in the absence of any such sale, lease, or other disposition.

2.10.2. In the event of any approved sale, lease or other disposition of the Vernon, CA NPP or portion thereof in accordance with the Consent Decree and Settlement Agreement that causes the Vernon Environmental Trust Account to have Vernon Excess Funding as jointly determined in writing by the Lead and Non-Lead Agency, the Vernon Environmental Trustee shall distribute such Vernon Excess Funding in accordance with Paragraph 78 of the Consent Decree and Settlement Agreement.

2.10.3. The Agreement Parties agree that, to the extent permitted by applicable law, the rule against perpetuities does not apply to the Vernon Environmental Response Trust, but to the extent that any rule against perpetuities or a rule governing or limiting vesting, accumulations, the suspension of alienation, or the like shall be deemed applicable, the Vernon Environmental Response Trust shall automatically terminate on the date 90 days after the date on which 21 years less 91 days pass after the death of the last survivor of all of the descendants of the late Joseph P. Kennedy, Sr., father of the late President John F. Kennedy, living on the date hereof, and provided further that if the Vernon Environmental Response Trust owns real property located in any jurisdiction that sets a maximum duration for interests in real property located in such jurisdiction held in trust under a rule against perpetuities or a rule governing or limiting vesting, accumulations, the suspension of alienation, or the like, that for the Vernon Environmental Response Trust is shorter than the date 90 days after the date on which 21 years less 91 days pass after the death of the last survivor of all of the descendants of the late Joseph P. Kennedy, Sr., father of the late President John F. Kennedy, living on the date hereof, the Vernon Environmental Response Trust shall automatically terminate as to the Vernon, CA NPP upon the expiration of the maximum period authorized pursuant to the laws of such jurisdiction. If the Vernon Environmental Response Trust is terminated pursuant to this Subsection, title to the Vernon, CA NPP shall be transferred outright and free of trust to or at the direction of the United States in consultation with California and/or CADTSC, *provided, however*, that the disposition of the Vernon, CA NPP shall be governed by applicable state and federal law, or by agreement of the Vernon Environmental

Trustee, the United States, and/or CADTSC thereof, or by order of the Court, *and further provided that* neither the United States, CADTSC, nor the State California or any subdivision thereof will be required to accept an ownership interest in the Vernon, CA NPP.

ARTICLE III.
WORK AND DISTRIBUTIONS

3.1. Vernon Environmental Trust Account

The Vernon Environmental Trustee shall establish, maintain and hold the Vernon Environmental Trust Account consistent with the Consent Decree and Settlement Agreement and Section 2.2 of this Agreement, to administer the Vernon Environmental Trust Assets and distributions therefrom.

3.2. Payments by the Vernon Environmental Response Trust

The Vernon Environmental Trustee shall provide the Lead Agency and Non-Lead Agency with balance statements and proposed budgets as described in Section 3.2.2 of this Agreement. The Vernon Environmental Trustee shall not pay any expense that has not been provided for in the applicable budget submitted and approved as set forth in Section 3.2.2, or as otherwise provided in Sections 3.2.1 and 3.2.2.

3.2.1. Emergency Funding

In the event of an emergency with respect to the Vernon Environmental Trust Assets requiring the performance of an Environmental Action within hours or days of the Vernon Environmental Trustee first receiving notice of the emergency, if the emergency does not permit sufficient time to amend the approved budget, the Vernon Environmental Trustee may utilize funding from the Vernon Environmental Trust Account to undertake Vernon Environmental Actions necessary to respond to the emergency (the “**Emergency Environmental Action**”) and shall notify the Lead Agency as soon as reasonably practicable. If an Emergency Environmental Action is performed by the Lead Agency or Non-Lead Agency, the Vernon Environmental Trustee may reimburse the Lead Agency (or the Non-Lead Agency, if the Lead Agency concurs in writing) for such “Emergency Environmental Action” from the Vernon Environmental Trust Account. Nothing in this subsection shall preclude the payment or reimbursement of the Emergency Environmental Action through the annual budget or budget revision process.

3.2.2. Expenses of the Vernon Environmental Response Trust

Not less than 10 days prior to the Effective Date, unless a later date is approved by the Lead Agency, the Vernon Environmental Trustee shall submit to the Lead Agency for approval a budget for the first 120 days following the Effective Date (the “**Vernon 120-Day Budget**”) for the Vernon Environmental Trust Account. The Lead Agency shall have the authority to approve or disapprove the proposed Vernon 120-Day Budget after consultation with CADTSC and shall do so not later than 5 days before the Effective Date. No expenses may be incurred or paid from the Vernon Environmental Trust Account by the Vernon Environmental Trustee that are inconsistent with the approved Vernon 120-Day Budget, *provided* that the Vernon Environmental Trustee shall have authority to deviate not more than ten (10) percent (%) from any line item, except as provided

in Section 3.2.1 (Emergency Environmental Action), or unless a revised Vernon 120-Day Budget is approved consistent with this Section. A proposed budget for the Vernon, CA Designated Site may include costs associated with the provision of on-site oversight work by a DTSC contractor.

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 the Lead and Non-Lead Agency for the Vernon, CA NPP and Westchester a statement showing the balance of the Vernon Environmental Trust Account and a proposed budget for the Vernon Environmental Actions and all other costs, including administrative costs, to be paid from the Vernon Environmental Trust Account for the coming year and a future year forecast of administrative expenditures, with annual details for at least the next three years (or such longer period as the Lead Agency shall reasonably request). The Lead Agency for the Vernon, CA NPP shall have the authority to approve or disapprove the proposed budget for the Vernon Environmental Trust Account, but only after Consultation with the Non-Lead Agency. No expenses may be incurred or paid by the Vernon Environmental Trustee that are inconsistent with an approved budget, and the Vernon Environmental Trustee shall have authority to deviate not more than ten (10) percent (%) from any line item, except as provided in Section 3.2.1, or unless a revised budget is approved consistent with this Section; *provided, however*, that the Vernon Environmental Trustee may incur or pay ongoing or recurring expenses approved in the prior year's budget that occur between the time a proposed annual budget is submitted and the time it is approved. The Vernon Environmental Response Trust shall regularly, but at least annually, and otherwise upon the reasonable request of the Environmental Agencies, provide documentation to the Environmental Agencies to substantiate compliance with the applicable approved budget and application of Vernon Environmental Trust Assets consistent with the terms of this Agreement and the Consent Decree and Settlement Agreement.

3.2.3. Remuneration for Vernon Environmental Trustee's Start-Up Fees and Expenses

The Vernon Environmental Trustee shall be entitled to remuneration approved by the Environmental Agencies from the Vernon Environmental Trust Account of up to \$25,000.00 for its reasonable fees and expenses incurred in connection with the formation of the Vernon Environmental Response Trust, preparation for taking Vernon Environmental Actions, and preparation of the Vernon 120-Day Budget, prior to the Effective Date (the "**Pre-Effective Date Start-up Fees and Expenses**"). Within 60 days after the Effective Date, the Vernon Environmental Trustee will submit detailed invoices reflecting its Pre-Effective Date Start-Up Fees and Expenses of the Vernon Environmental Trustee to the Lead Agency for approval after Consultation with the Non-Lead Agency.

3.2.4. Reimbursement of Environmental Agencies and Performance of Vernon Environmental Actions by the Vernon Environmental Response Trust

The Vernon Environmental Trustee shall pay funds from the Vernon Environmental Trust Account to the Lead Agency, if the Lead Agency makes a written request for funds for reimbursement, within 30 days following such written request. Such written request shall: (i) be in accordance with the approved budget set forth in Section 3.2.2 above or specify that it relates to Emergency Environmental Action performed by the Lead Agency pursuant to Section 3.2.1 herein, and (ii) specify what the funds were used for and certify that they were used only for Vernon

Environmental Actions performed after September 30, 2020 by the Lead Agency (or by the Lead Agency's third party contractor), with respect to the Vernon, CA NPP. The Vernon Environmental Trustee shall also pay funds from the Vernon Environmental Trust Account to the Non-Lead Agency, if the Non-Lead Agency makes a written request for funds, within 30 days following such request in the event the Lead Agency has requested the assistance of the Non-Lead Agency. Such written request shall: (i) be in accordance with the approved budget set forth in Section 3.2.2 above or specify that it relates to Emergency Environmental Action performed by the Non-Lead Agency pursuant to Section 3.2.1 herein, and (ii) specify what the funds were used for and shall certify that they were used only for Vernon Environmental Actions performed after September 30, 2020 by the Non-Lead Agency pursuant to a request for assistance by the Lead Agency.

In the case of requests by the Lead Agency to the Vernon Environmental Trustee to use the funds from the Vernon Environmental Trust Account to perform Vernon Environmental Actions, the Vernon Environmental Trustee shall utilize the funds from the Vernon Environmental Trust Account to undertake such work promptly and in accordance with any schedule approved by the Lead Agency pursuant to Section 3.2.2 above. The Vernon Environmental Trustee shall be responsible for the review and selection of any contractors sought to perform work; *provided, however,* that the Vernon Environmental Trustee shall provide the Lead Agency with its intended selection at least 30 days before the contract is awarded, and the Lead Agency may object or otherwise deny the award of any contract for any reasonable reason. The Vernon Environmental Trustee shall require liability insurance from each contractor hired to perform work.

3.3. Manner of Payment.

Cash payments made by the Vernon Environmental Response Trust pursuant to the Consent Decree and Settlement Agreement and this Agreement shall be in United States dollars by checks drawn on a domestic bank whose deposits are federally insured, or by wire transfer from such a domestic bank, at the option of the Vernon Environmental Trustee.

3.4. Unclaimed Distributions

In the event that funds remain in the Vernon Environmental Response Trust at its termination, the amounts remaining shall be transferred, upon written confirmation by the Environmental Agencies, in accordance with Paragraph 78 of the Consent Decree and Settlement Agreement.

ARTICLE IV.
THE VERNON ENVIRONMENTAL TRUSTEE

4.1. Appointment

4.1.1. Pathforward Consulting, Inc., not individually but solely in its representative capacity, is appointed to serve as the Vernon Environmental Trustee to administer the Vernon Environmental Response Trust and the Vernon Environmental Trust Account, in accordance with this Agreement and the Consent Decree and Settlement Agreement, and the Vernon Environmental Trustee hereby accepts such appointment and agrees to serve in such representative capacity, effective upon the Effective Date, and to take such actions as are necessary, prior to the Effective Date, to set up the Vernon Environmental Response Trust, the Vernon Environmental Trust

Account, the Vernon 120-Day Budget, and to take actions necessary to prepare for undertaking the Vernon Environmental Actions. If the Vernon Environmental Trustee is not reappointed by the Beneficiaries and no successor Vernon Environmental Trustee is appointed by the Beneficiaries by the expiration of the Vernon Environmental Trustee's term, as set forth in Section 4.10.2, the Court may reappoint the existing Vernon Environmental Trustee or appoint a successor Vernon Environmental Trustee.

4.1.2. The Vernon Environmental Response Trust is authorized to obtain the services of one or more environmental consultants to implement the future Vernon Environmental Actions (each a "**Consultant**") after consultation with the Environmental Agencies. The Vernon Environmental Trustee shall consider any request by the Lead Agency to utilize the services of an existing Consultant or contractor, *provided that* the continued use of the Consultant or contractor would be cost-effective. The Consultant shall obtain environmental, general and professional liability insurance in the sum of not less than \$5 million or such greater amount as agreed to by the Vernon Environmental Response Trust after consultation with the Environmental Agencies. The Consultant's insurance policies shall name as additional insureds the Vernon Environmental Trust Parties and the Beneficiaries, and each Consultant's insurance policies shall cover negligence committed by the Consultant in implementing the Vernon Environmental Actions or any other negligence committed by the Consultant. The legal relationship of the Consultant to the Vernon Environmental Response Trust and Vernon Environmental Trustee is that of an independent contractor professional, not that of an entity employed by the Vernon Environmental Response Trust or the Vernon Environmental Trustee. The Consultant shall not be deemed a Vernon Environmental Trust Party.

4.2. Generally

The Vernon Environmental Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purposes of the Vernon Environmental Response Trust, this Agreement, and the Consent Decree and Settlement Agreement and not otherwise. The Vernon Environmental Trustee shall have the authority to bind the Vernon Environmental Response Trust, and any successor Vernon Environmental Trustee, or successor or assign of the Vernon Environmental Response Trust, but shall for all purposes hereunder be acting in its representative capacity as Vernon Environmental Trustee and not individually. Notwithstanding anything to the contrary contained herein, the Vernon Environmental Trustee shall not be required to take action or omit to take any action if, after the advice of counsel, the Vernon Environmental Trustee believes in good faith such action or omission is not consistent with the Vernon Environmental Trustee's fiduciary duties. The Vernon Environmental Trustee shall have no obligations or liability to perform any activities for which the Vernon Environmental Trust Account lacks sufficient funds.

4.3. Powers

In connection with the administration of the Vernon Environmental Response Trust, except as otherwise set forth in this Agreement or the Consent Decree and Settlement Agreement, the Vernon Environmental Trustee is authorized to perform any and all acts necessary or appropriate to accomplish the purposes of the Vernon Environmental Response Trust. The powers of the Vernon Environmental Response Trust shall, without any further Court approval or order, include,

without limitation, each of the following: (i) to receive, manage, invest, supervise and protect the Vernon Environmental Trust Assets; withdraw, make distributions and pay taxes and other obligations owed by the Vernon Environmental Response Trust or the Vernon Environmental Trust Account from funds held by the Vernon Environmental Trustee and/or the Vernon Environmental Response Trust (or the Vernon Environmental Trust Account) in accordance with the Consent Decree and Settlement Agreement and this Agreement; and withhold and pay to the appropriate taxing authority any withholding taxes on distributions from the Vernon Environmental Response Trust; (ii) to engage employees and professional Persons to assist the Vernon Environmental Response Trust and/or the Vernon Environmental Trustee with respect to the responsibilities described herein; (iii) to make distributions of the Vernon Environmental Trust Assets from the Vernon Environmental Trust Account for the purposes contemplated in this Agreement and the Consent Decree and Settlement Agreement; and (iv) to effect all actions and execute all agreements, instruments and other documents necessary to implement this Agreement, including to exercise such other powers as may be vested in or assumed by the Vernon Environmental Response Trust and/or the Vernon Environmental Trustee pursuant to this Agreement and any order of the Court or as may be necessary and proper to carry out the provisions of this Agreement and the Consent Decree and Settlement Agreement. No Person dealing with the Vernon Environmental Response Trust shall be obligated to inquire into the authority of the Vernon Environmental Trustee in connection with the protection, conservation or disposition of the Vernon Environmental Trust Assets. The Vernon Environmental Trustee is authorized to execute and deliver all documents on behalf of the Vernon Environmental Response Trust to accomplish the purposes of this Agreement and the Consent Decree and Settlement Agreement.

4.4. Other Professionals

The Vernon Environmental Trustee is authorized to retain on behalf of the Vernon Environmental Response Trust and pay such third parties as the Vernon Environmental Trustee (in accordance with a budget approved pursuant to Section 3.2 and in a manner consistent with Sections 4.1.2 and 4.3 above) may deem necessary or appropriate to assist the Vernon Environmental Trustee in carrying out its powers and duties under this Agreement and the Consent Decree and Settlement Agreement, including, without limitation, (i) counsel to the Vernon Environmental Response Trust and/or Vernon Environmental Trustee, (ii) a public accounting firm to perform such reviews and/or audits of the financial books and records of the Vernon Environmental Response Trust as may be appropriate in the Vernon Environmental Trustee's reasonable discretion and to prepare and file any tax returns or informational returns for the Vernon Environmental Response Trust or the Vernon Environmental Trust Account as may be required, and (iii) environmental consultants, custodians, security personnel, engineers, surveyors, brokers, contractors, administrative assistants and clerks. The Vernon Environmental Trustee may pay all such Persons compensation for services rendered and expenses incurred in accordance with a budget approved as provided in Section 3.2. The Vernon Environmental Trustee may, consistent with its fiduciary duty and with Section 4.1.2 above, retain an affiliated company to perform services for the Vernon Environmental Response Trust.

4.5. Limitation of the Vernon Environmental Trustee's Authority

The Vernon Environmental Response Trust and the Vernon Environmental Trustee shall not and are not authorized to engage in any trade or business with respect to the Vernon

Environmental Trust Assets or any proceeds therefrom, except as expressly provided herein and to the extent the same is deemed in good faith by the Vernon Environmental Trustee to be reasonably necessary or proper for the conservation or protection of the Vernon Environmental Trust Assets, or the fulfillment of the purposes of the Vernon Environmental Response Trust. The Vernon Environmental Response Trust and the Vernon Environmental Trustee shall not take any actions that would cause the Vernon Environmental Response Trust to fail to qualify as a qualified settlement fund under the QSF Regulations.

4.6. Reliance by the Vernon Environmental Trust Parties

Except as may otherwise be provided herein and the Consent Decree and Settlement Agreement: (a) the Vernon Environmental Trust Parties may rely on, and shall be protected from liability 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 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 dealing with the Vernon Environmental Trust Parties shall look only to the Vernon Environmental Account to satisfy any liability incurred by the Vernon Environmental Trust Parties to such Person in carrying out the terms of this Agreement or any order of the Court, and the Vernon Environmental Trust Parties shall have no personal obligation to satisfy any such liability, other than as provided in Section 4.9.1 herein.

4.7. Compensation of the Vernon Environmental Trustee

The Vernon Environmental Response Trust shall pay its own reasonable and necessary costs and expenses, and shall reimburse the Vernon Environmental Trustee for the actual reasonable out-of-pocket fees and expenses to the extent incurred by the Vernon Environmental Trustee in connection with the Vernon Environmental Trustee's duties hereunder, including, without limitation, necessary travel, lodging, office rent (to be paid directly by the Vernon Environmental Response Trust), postage, photocopying, telephone and facsimile charges upon receipt of periodic billings, all in accordance with the applicable annual budget(s) approved by the Environmental Agencies. The Vernon Environmental Trustee, and employees of the Vernon Environmental Response Trust and the Vernon Environmental Trustee, who perform services for the Vernon Environmental Response Trust shall be entitled to receive reasonable compensation for services rendered on behalf of the Vernon Environmental Response Trust in accordance with an annual budget approved by the Lead Agency, after Consultation with the Non-Lead Agency.

The Vernon Environmental Trust Assets shall be subject to the claims of the Vernon Environmental Trustee, and the Vernon Environmental Trustee shall be entitled to reimburse itself out of any available cash in the Vernon Environmental Trust Account, and the Vernon Environmental Response Trust shall be obligated to pay, for actual out-of-pocket expenses and for actual hours worked, but only pursuant to the applicable approved budgets as set forth herein and in the Consent Decree and Settlement Agreement.

All compensation and other amounts payable to the Vernon Environmental Trustee shall be paid only from the Vernon Environmental Trust Assets and only in accordance with the terms of the Consent Decree and Settlement Agreement and this Agreement.

4.8. Liability of Vernon Environmental Trust Parties

4.8.1. Except as provided in Paragraph 86 of the Consent Decree and Settlement Agreement, 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 Debtors, Consenting Creditors, Transferred Entities, Westchester or any other Vernon Environmental Trust Party. The Vernon Environmental Trust Parties shall further be indemnified and exculpated in accordance with Section 4.9 of this Agreement. The Vernon Environmental Trustee shall not be deemed in breach of its duties or responsibilities on account of the insufficiency of funds and shall not be liable to any Person or entity for any environmental contamination or discharge that occurs due to an insufficiency of funds to address same. Funding from the Vernon Environmental Trust Account may not be used except as otherwise expressly provided in this Agreement and the Consent Decree and Settlement Agreement.

4.8.2. No provision of this Agreement or the Consent Decree and Settlement Agreement shall require the Vernon Environmental Trust Parties to expend or risk their own personal funds or otherwise incur any personal financial liability based on the ownership or environmental condition of the Vernon Environmental Trust Assets or the performance or non-performance of any of the Vernon Environmental Trustee's duties or the Vernon Environmental Trustee's exercise of any of its authorities as Vernon Environmental Trustee hereunder. Notwithstanding the foregoing, the Vernon Environmental Trustee shall satisfy from its own funds any liability imposed by a Final Order of the Court, on account of the Vernon Environmental Trustee's fraud, gross negligence or willful misconduct, with relation to the performance or non-performance of any of its duties or the exercise of any of its authorities as Vernon Environmental Trustee hereunder.

4.9. Exculpation and Indemnification

4.9.1. No Vernon Environmental Trust Party shall be personally liable unless the Court, by a Final Order, 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 Court does not constitute an act of fraud, gross negligence or willful misconduct, *provided that* there has been no misrepresentation to the 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 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 Court determines that it committed fraud, gross negligence or willful misconduct in relation to the Vernon Environmental Trust Party's duties. In the event the Court makes such a determination, that Vernon Environmental Trust Party shall reimburse the Vernon Environmental Trust Account for all expended funds. The Vernon Environmental Trustee shall maintain adequate insurance coverage, at their own expense, naming the Environmental Agencies as the beneficiaries.

4.9.2. 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 the Vernon Environmental Trustee by the Consent Decree and Settlement Agreement and this Agreement or any order of any court entered pursuant to or in furtherance of the Consent Decree and Settlement Agreement, or this 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 the Consent Decree and Settlement Agreement or this Agreement; and (b) no person, including without limitation, holders of claims and other parties in interest, will be allowed to pursue any claims or cause of action against any Vernon Environmental Trust Party for any claim against the Debtors, for making payments in accordance with the Consent Decree and Settlement Agreement, this Agreement, or any order of any court, or for implementing the provisions of the Consent Decree and Settlement Agreement, this Agreement, or any order of any court. Nothing in this Paragraph, the Consent Decree and Settlement Agreement, or this Agreement shall preclude the Environmental Agencies from enforcing the terms of the Consent Decree and Settlement Agreement against the Vernon Environmental Trust Parties, including with respect to any liability resulting from any act or omission constituting fraud, gross negligence or willful misconduct, as provided herein and in the Consent Decree and Settlement Agreement.

4.9.3. The Vernon Environmental Response Trust shall indemnify, defend and hold harmless (without the Vernon Environmental Trust Parties having to first pay from their personal funds) the Vernon Environmental Trust Parties from and against any and all claims, causes of action, liabilities, obligations, losses, costs, judgments, damages or expenses (including attorneys' fees) and any other assertion of liability arising out of the ownership or environmental condition of the Vernon Environmental Trust Assets or action or inaction by, or in connection with the duties of, the Vernon Environmental Trustee, to the fullest extent permitted by applicable law, including but not limited to, those caused or alleged to be caused by negligence or fault of any Vernon Environmental Trust Party (except for fraud, gross negligence or willful misconduct), *provided that* such indemnification shall be limited to funds in the Vernon Environmental Trust Account. Without limiting the foregoing, any such judgment against a Vernon Environmental Trust Party and any such costs of defense relating to any Vernon Environmental Trust Party shall be paid by the Vernon Environmental Response Trust consistent with the terms and conditions of this Section. Notwithstanding the foregoing, to the extent fraud, gross negligence or willful misconduct of any Vernon Environmental Trust Party is alleged and the Court finds, by a Final Order that such Vernon Environmental Trust Party committed fraud, gross negligence or willful misconduct, after the Effective Date in relation to the Vernon Environmental Trustee's duties, there shall be no indemnification, of that Vernon Environmental Trust Party, for any judgments arising from such allegations of fraud, gross negligence or willful misconduct. It shall be an irrebuttable presumption that any action taken, or inaction, consistent with Court approval shall not constitute willful misconduct, gross negligence or fraud, provided that there has been no misrepresentation to the Court.

4.10. Termination, Replacement, and Removal of the Vernon Environmental Trustee.

4.10.1. Termination

The duties, responsibilities and powers of the Vernon Environmental Trustee will terminate on the date that the Vernon Environmental Response Trust is dissolved under applicable law in accordance with the Consent Decree and Settlement Agreement, or by an order of the Court; *provided that* this Section and Sections 4.6, 4.8 and 4.9 above shall survive such termination, dissolution and entry. The Vernon Environmental Trustee may resign from its Vernon Environmental Trusteeship generally and without cause giving not less than 120 days prior written notice thereof to the Court, and the Environmental Agencies, *provided however*, that in the event a suitable replacement is not found and approved by the Environmental Agencies within 120 days after such written notice is provided, the Vernon Environmental Trustee's resignation shall not become effective and the Vernon Environmental Trustee shall continue to function in its capacity as Vernon Environmental Trustee until a suitable replacement is found and approved by the Environmental Agencies; *provided, further, however*, that the Court may allow the Vernon Environmental Trustee's resignation to take effect for good cause shown. If a Vernon Environmental Trustee resigns from his position hereunder, subject to a final accounting, such Vernon Environmental Trustee, including his professionals, attorneys, and advisors, shall be entitled to all accrued but unpaid fees, expenses, and other compensation to the extent incurred, arising or relating to events occurring before such resignation, and any out-of-pocket expenses reasonably incurred in connection with the transfer of all powers and duties to the successor Vernon Environmental Trustee, *provided that* such fees, expenses and other compensation were included in an approved budget pursuant to Section 3.2.2 herein.

4.10.2. Replacement

The Vernon Environmental Trustee may, but shall not be required to, be replaced upon completion of any ten (10) year term at the direction of the Environmental Agencies; *provided however*, that this Section and Sections 4.6, 4.8 and 4.9 above shall survive such termination.

4.10.3. Removal

The Vernon Environmental Trustee may be removed or the Vernon Environmental Trust Assets may be transferred to another Vernon Environmental Response Trust at the request of the Environmental Agencies by:

- (a) The entry of a Final Order by the Court, immediately upon notice of appointment of a temporary or permanent successor, finding that the Vernon Environmental Trustee committed fraud, gross negligence, willful misconduct or criminal conduct after the Effective Date in relation to the Vernon Environmental Trustee's duties under the Vernon Environmental Response Trust; or
- (b) The entry of a Final Order by the Court, immediately upon notice of appointment of a temporary or permanent successor, finding that (i) the Vernon Environmental Trustee in any material respect, as a result of negligence, exacerbated hazardous conditions at the Vernon CA, NPP, (ii)

is seriously or repeatedly deficient or late in performance of the work or violates the provisions of the Consent Decree and Settlement Agreement, or (iii) has violated one or more material provisions of this Agreement. In the event of the occurrence of 4.10.3(b)(i), (ii) or (iii), the Environmental Agencies may jointly direct that (x) the Vernon Environmental Trustee be replaced in accordance with this Agreement or (y) all Vernon Environmental Trust Assets be transferred to a new trust established to own and manage the Vernon Environmental Trust Assets, at the direction of the Environmental Agencies to be used in accordance with the terms of this Agreement or the Consent Decree and Settlement Agreement.

The provisions of this Section and Sections 4.6, 4.8 and 4.9 above shall survive the removal of the Vernon Environmental Trustee or transfer of funds.

4.11. Appointment of Successor Vernon Environmental Trustees

Any successor Vernon Environmental Trustee shall be proposed by the Environmental Agencies, after consultation with Westchester, and appointed by the Court. Any successor Vernon Environmental Trustee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall file such instrument with the Vernon Environmental Response Trust records. Thereupon, such successor Vernon Environmental Trustee shall, without any further act, become vested with all of the estates, properties, rights, powers, trusts and duties of its predecessor in the Vernon Environmental Response Trust with like effect as if originally named herein; *provided, however*, that a removed or resigning Vernon Environmental Trustee shall, nevertheless, when requested in writing by the successor Vernon Environmental Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Vernon Environmental Trustee under the Vernon Environmental Response Trust all of the estates, properties, rights, powers, and trusts of such predecessor Vernon Environmental Trustee.

4.12. No Bond

Notwithstanding any state law to the contrary, the Vernon Environmental Trustee, including any successor Vernon Environmental Trustee, shall be exempt from giving any bond or other security in any jurisdiction.

ARTICLE V.
BENEFICIARIES

5.1. Beneficiaries

Beneficial interests in the Vernon Environmental Response Trust shall be held by each of the Beneficiaries.

5.2. Identification of Beneficiaries

5.2.1. In order to determine the actual names and addresses of the authorized representatives of a Beneficiary, the Vernon Environmental Response Trust and the Vernon Environmental Trustee shall be entitled to rely conclusively on the name and address of the

authorized representative for such Beneficiary listed below in Section 5.2.2, who may from time to time provide additional or replacement names and addresses of authorized representatives, or listed in any written notice provided to the Vernon Environmental Trustee in the future by an authorized representative of such Beneficiary.

5.2.2. The Vernon Environmental Trustee shall send electronic copies, unless hard copies are requested, of all reports, budgets, annual balance statements, and other documents that the Vernon Environmental Trustee is required to submit to a Beneficiary under the Consent Decree and Settlement Agreement and this Agreement, and related implementation documents including any unilateral administrative orders, consent decrees, or administrative orders on consent to the following person(s), as applicable:

As to the United States of America (on behalf of EPA) as beneficiary:

Authorized representative and party to receive all notices under 5.2.2:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611
Telephone: (202) 514-2840
Facsimile: (202) 616-6584
File Ref. No. 90-11-2-07802/8

[EPA]

As to CADTSC as beneficiary

Grant Cope
Deputy Director
Site Mitigation and Restoration Program
Department of Toxic Substances Control
Telephone: (916) 324-0845
Email: grant.cope@dtsc.ca.gov

Authorized representative and party to receive all notices under 5.2.2:

As to Westchester:

Authorized representative and party to receive all notices under 5.2.2:

[insert notice party]

5.3. Non-Beneficiaries

Upon the Effective Date of this Agreement, the Debtors and the Transferred Entities shall have no interests including, without limitation, any reversionary interest, in the Vernon

Environmental Response Trust or any Vernon Environmental Trust Assets, except, solely as to Debtors, to the extent provided in Paragraph 59.d of the Consent Decree and Settlement Agreement. The Environmental Agencies and Westchester shall be the sole beneficiaries of the Vernon Environmental Trust Account; *provided* that Westchester's beneficial interest in the Vernon Environmental Trust Account shall be strictly limited to the interests described in Paragraph 78 of the Consent Decree and Settlement Agreement. The Debtors and the Transferred Entities shall not have any rights to or interest in the Vernon Environmental Trust Assets distributed to the Vernon Environmental Trust Account, nor to any funds remaining the Vernon Environmental Trust Account upon the completion of any and all final actions and disbursements for any and all final costs.

5.4. Transfer of Beneficial Interests

The interests of the Beneficiaries in the Vernon Environmental Response Trust, which are reflected only on the records of the Vernon Environmental Response Trust maintained by the Vernon Environmental Trustee, are not transferable except upon order of the Court or by operation of law, and in any event, only after written notice to the Vernon Environmental Response Trust. The Vernon Environmental Response Trust shall not be required to record any transfer in favor of any transferee where, in the sole discretion of the Vernon Environmental Trustee, such transfer is or might be construed to be ambiguous or to create uncertainty as to the holder of the interest in the Vernon Environmental Response Trust. Until a transfer is in fact recorded on the books and records maintained by the Vernon Environmental Response Trust for the purpose of identifying Beneficiaries, the Vernon Environmental Response Trust, whether or not in receipt of documents of transfer or other documents relating to the transfer, may nevertheless make distributions and send communications to the Beneficiaries, as though it has no notice of any such transfer, and in so doing the Vernon Environmental Response Trust and Vernon Environmental Trustee shall be fully protected and incur no liability to any purported transferee or any other Person. Interests in the Vernon Environmental Response Trust may not be transferred to the Debtors or any Persons related to the Debtors (within the meaning of Section 468B(d)(3) of the Internal Revenue Code).

ARTICLE VI. **REPORTING AND TAXES**

6.1. Reports

As soon as practicable, but no later than 28 days after the end of each calendar quarter beginning with the quarter ended after the Effective Date and ending as soon as practicable upon termination of the Vernon Environmental Response Trust, the Vernon Environmental Trustee shall submit to the Beneficiaries a written report, including: (a) financial statements of the Vernon Environmental Response Trust at the end of such calendar quarter or period and the receipts and disbursements of the Vernon Environmental Response Trust for such period; and (b) a description of any action to be taken by the Vernon Environmental Response Trust, and prior to such action being taken, in the performance of its duties which, as determined by outside counsel, accountants or other professional advisors, materially and adversely affects the Vernon Environmental Response Trust and of which notice has not previously been given to the Beneficiaries. The Vernon Environmental Response Trust shall promptly submit additional reports to the Beneficiaries whenever, as determined by outside counsel, accountants or other professional

advisors, an adverse material event or change occurs which affects either the Vernon Environmental Response Trust or the rights of the Persons receiving distributions (including, without limitation, the Beneficiaries) hereunder. Finally, at the request of the Lead Agency, the Vernon Environmental Trustee will conduct monthly or periodic meetings and/or provide monthly/periodic reports.

6.2. Other

The Vernon Environmental Response Trust shall also file (or cause to be filed) any other statements, returns or disclosures relating to the Vernon Environmental Response Trust that are required by any applicable governmental unit.

6.3. Reports in Support of Insurance Claims

The Vernon Environmental Response Trust shall also file (or cause to be filed) reports and cost analyses in support of claims against insurance carriers at the request of the Environmental Agencies and shall provide the United States and each Environmental Agency a copy of any such reports and cost analyses.

6.4. Taxes

The Vernon Environmental Trustee shall be the “administrator,” within the meaning of Treasury Regulation Section 1.468B-2(k)(3), of the Vernon Environmental Response Trust. Subject to definitive guidance from the Internal Revenue Service or a judicial decision to the contrary, the Vernon Environmental Trustee shall file tax returns and pay applicable taxes with respect to the Vernon Environmental Response Trust in a manner consistent with the provisions of the QSF Regulations. All income taxes shall be paid from the Vernon Environmental Trust Account.

ARTICLE VII.
MISCELLANEOUS PROVISIONS

7.1. Amendments and Waivers

Any provision of this Agreement may be amended or waived by mutual written consent of the Vernon Environmental Trustee and the Beneficiaries; *provided, however*, that no change shall be made to this Agreement that would alter the provisions of Section 7.2 hereof or adversely affect the federal income tax status of the Vernon Environmental Response Trust as a “qualified settlement fund” (in accordance with Section 6.4 hereof), or, unless agreed to in writing by the affected Vernon Environmental Trustee, any of the rights or powers of the Vernon Environmental Trustee as contained in this Agreement. Technical amendments to this Agreement may be made, as necessary, to clarify this Agreement or enable the Vernon Environmental Trustee to effectuate the terms of this Agreement, in a manner consistent with the Consent Decree and Settlement Agreement, with the mutual consent of the Vernon Environmental Trustee and the Beneficiaries.

7.2. Tax Treatment

The Vernon Environmental Response Trust created by this Agreement is intended to be treated as a qualified settlement fund pursuant to the QSF Regulations for federal income tax purposes, and to the extent provided by law, this Agreement shall be governed and construed in all respects consistent with such intent.

7.3. Cooperation

The Vernon Environmental Trustee shall take such actions and execute such documents as are reasonably requested by the Debtors and the Beneficiaries with respect to effectuating the Consent Decree and Settlement Agreement, this Agreement and the transactions contemplated thereby, *provided that* such actions are not inconsistent with this Agreement or the Consent Decree and Settlement Agreement. To the extent that the Debtors request the Vernon Environmental Response Trust and/or the Vernon Environmental Trustee to take such an action, the Vernon Environmental Response Trust and/or Vernon Environmental Trustee shall do so at the sole expense of the Debtors.

7.4. Situs of the Trust

The situs of the Trust herein established is California. To the extent the Bankruptcy Code or other federal law is applicable, the rights, duties, and obligations arising under this Agreement shall be governed by, and construed and enforced in accordance with, those laws as are applicable. Except as provided in Section 7.10 below or where the Bankruptcy Code or other federal law is not applicable, the rights, duties, and obligations arising under this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, without giving effect to the principles of conflict of law thereof.

7.5. Severability

If any provision of this Agreement or application thereof to any Person or circumstance shall be finally determined by the Court to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7.6. Sufficient Notice

Any notice or other communication hereunder shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if deposited, postage prepaid, in a post office or letter box addressed to the Person for whom such notice is intended, or via email (preferred unless otherwise stated by such Person), to the name and address set forth in the case of a Beneficiary in Section 5.2 of this Agreement or such other address provided in writing to the Vernon Environmental Response Trust by an authorized representative of the respective Beneficiary.

7.7. Headings

The section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or any term or provision hereof.

7.8. Actions Taken on Other Than Business Day

If any payment or act under the Consent Decree and Settlement Agreement or this Agreement is required to be made or performed on a date that is not a business day, then the making of such payment or the performance of such act may be completed on the next succeeding business day, but shall be deemed to have been completed as of the required date. For the purposes of this Agreement, a business day shall be any of the days Monday through Friday excluding national holidays.

7.9. Consistency of Agreements and Construction

To the extent reasonably possible, the provisions of this Agreement shall be interpreted in a manner consistent with the Consent Decree and Settlement Agreement. Where the provisions of this Agreement are irreconcilable with the provisions of the Consent Decree and Settlement Agreement, the provisions of the Consent Decree and Settlement Agreement shall prevail, with the exception of Section 3.2.1, 3.2.2 and 3.2.3 in which case this Agreement controls.

7.10. Compliance with Laws

Any and all distributions of Vernon Environmental Trust Assets shall be in compliance with applicable laws, including, but not limited to, applicable federal and state securities laws.

7.11. Preservation of Privilege

In connection with the rights, claims, and causes of action that constitute the Vernon Environmental Trust Assets, any attorney-client privilege, work-product immunity, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Vernon Environmental Response Trust shall vest in the Vernon Environmental Response Trust and its representatives, and the Parties are authorized to take all necessary actions to effectuate the transfer of such privileges.

7.12. No Recourse to Beneficiaries

In no event shall the Beneficiaries have any responsibility for paying any expenses, fees, and other obligations of the Vernon Environmental Response Trust, and in no event shall the Vernon Environmental Response Trust or the Vernon Environmental Trustee, or any of their agents, representatives, or professionals, have recourse to the Beneficiaries therefor.

7.13. Status of Beneficiaries

No Beneficiary shall be deemed to be an owner, operator, 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, solely on account of this Agreement or the Consent Decree and Settlement Agreement, or actions contemplated thereby, or its status as a Beneficiary or party to this Agreement or the Consent Decree and Settlement Agreement.

7.14. Uniform Custodial Trust Act

This Agreement shall not be subject to any provision of the Uniform Custodial Trust Act as adopted by any state, now or in the future.

7.15. Prevailing Party.

If the Vernon Environmental Response Trust is the prevailing party in a dispute regarding the provisions of this Agreement or the enforcement thereof, the Vernon Environmental Response Trust shall be entitled to collect any and all costs, expenses and fees, including attorneys' fees, from the non-prevailing party incurred in connection with such dispute or enforcement action (except that the Environmental Agencies are not responsible for such costs, expenses and fees).

7.16. Authority of Environmental Agencies.

7.16.1. Nothing in this Agreement shall be deemed to limit the authority of the United States, the State of California or any subdivision thereof, or the Environmental Agencies to take response action under Section 104 of CERCLA, 42 U.S.C. § 9604, and any other applicable federal or State law, regulation or rule, or to alter the applicable legal principles governing judicial review of any action taken by the United States, the State of California or any subdivision thereof, or the Environmental Agencies pursuant to such authority. Nothing in this Agreement shall be deemed to limit the information-gathering authority of the United States, the State of California or any subdivision thereof, or the Environmental Agencies 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 Vernon Environmental Trustee from any disclosure or notification requirements imposed by CERCLA, RCRA, or any other applicable federal or state law, regulation or rule.

7.16.2. The Environmental Agencies shall retain the right to issue, obtain, or enforce an order against the Vernon Environmental Response Trust 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 this Agreement. The Environmental Agencies may bring enforcement actions against the Vernon Environmental Response Trust that are not inconsistent with the provisions of the Consent Decree and Settlement Agreement and this 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 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 the Vernon Environmental Trust Account, (c) disputes involving the Vernon Environmental Trust Account, or (d) the removal of the Vernon Environmental Trustee.

THE UNDERSIGNED PARTIES ENTER INTO THIS AGREEMENT:

FOR THE UNITED STATES OF AMERICA:

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

Date: _____

By: _____

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

FOR THE VERNON ENVIRONMENTAL TRUSTEE:

Dated: _____

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

FOR DEBTORS:

FOR WESTCHESTER:

FOR THE TRANSFERRED ENTITIES:

APPENDIX L

Vernon, CA NPP Legal Description

PARCEL (TRACT) 1:

That certain portion of Lot 67 of the Rancho Laguna (so called) in the Rancho San Antonio, City of Vernon, as per map marked Exhibit "A" filed in the Superior Court of the State of California in Case No. 8-25296, a certified copy of said map being recorded in Book 6387 Page 1 et. seq. of deeds, records of said County, described as follows:

Beginning at the intersection of the Southerly line of that certain railroad right of way 20 feet in width conveyed to the Atchison, Topeka and Santa Fe Railway Company and Los Angeles & salt Lake Railroad Company in undivided one-half interest, as described in deed recorded in Book 3891 Page 224, Official Records, of said County, with the Easterly line of Indiana Street as described in Book 3927 Page 83, Official Records; thence South 67 degrees 41 minutes East along the Southerly line of said right-of-way 199.26 feet to the Westerly line of that certain parcel of land described in deed recorded in Book 11695 Page 351, Official. Records; thence South 22 degrees 16 minutes 40 Seconds West along said Westerly line 357.30 feet; more or less, to the Northerly line of Bandini Boulevard as described in Book 3860 Page 214, Official Records, thence North 67 degrees 41 minutes West along the Northerly line of said Bandini Boulevard 184.27 feet; thence Northwesterly and Northeasterly a distance of 23.55 feet measured on the arc of of [sic] a tangent curve concave Easterly and having a radius of 15 feet;. thence North 22 degrees 16 minutes 30 seconds East along the Easterly line of said Indiana Street 342.31 feet, more or less, to the point of beginning.

Except therefrom all minerals of any nature whatsoever, including oil, gas and other hydrocarbon substances below a depth of 500 feet from the surface of the earth, without the use of, or any right in or to any portion of the surface of said property to a depth of 500 feet below the surface thereof, as reserved in the deed from Laird Inc., a corporation, recorded November 17, 1955 as Instrument No. 1877.

PARCEL (TRACT) 2:

That portion of Lot 87 of the Rancho Laguna, so-called in the City of Vernon, County of Los Angeles, State of California in the Rancho San Antonio, as delineated on a map entitled "Map of the Rancho Laguna", and thereon marked with the name of Cave J. Coutts, et al., filed as Exhibit "A" in connection with the referees' report in action No. 8-25296 of the Superior Court of said County, entitled "Ysidora Coutts Fuller vs. Cave J. Coutts, et al.," and attached to final decree of partition in said action, a certified copy of said decree being recorded in Book 6387 Page 1 et. seq., of deeds, records of said County, more particularly described as follows:

Beginning at the intersection of the Southeasterly line of the 48.00 foot wide strip of land described in the deed to the County of Los Angeles, recorded on June 13, 1933 as Instrument No. 780 in Book 12263 Page 43, Official Records of said County, with the Southwesterly line of 26th street 60.00 feet wide, as widened by deed recorded in Book 3927 Page 83 of Official Records; thence South 67 degrees 41 minutes 00 seconds East, along said 26th Street, 430.54 feet to the beginning of a tangent curve in the boundary of Indiana Street described in deed to the County of Los Angeles, recorded on March 2, 1925, as Instrument No. 832 in Book 3927 Page 83 of Official

Records, as being concave Westerly and having a radius of 15.00 feet; thence Southerly, along said curve, through a central angle of 89 degrees 57 minutes 30 seconds an arc distance of 23.55 feet to the end of said curve; thence South 22 degrees 16 minutes 30 seconds West, along said Indiana Street, 525.01 feet to the Northeasterly line of the 20.00 foot wide strip of land described in the deed to L.A. and Salt Lake Railroad Company recorded on April 8, 1925, as Instrument No. 1834, in Book 3891 Page 224 Official Records, thence North 67 degrees. 41 minutes 00 West, along said Northeasterly line, 445.41 feet to said Southeasterly line of the 48.00 foot wide strip of land; thence North 22 degrees 15 minutes 46 seconds East, along said Southeasterly line, 540.00 feet wide to the point of beginning.

PARCEL (TRACT) 3:

Those portions of Lots 86 and 87 of the Rancho Laguna, so called in the City Vernon, County of Los Angeles, State of California, in the Rancho San Antonio, as delineated on the map entitled "Map of 'the Rancho Laguna'" and thereon marked with the name of Cave J. Coutts, et. al., filed as Exhibit "A" in connection with the referee's report in action No. 8-25296 of the Superior Court of said County, entitled "Ysidora Coutts Fuller vs. Cave J. Coutts et., al." and attached to final decree of partition in said action, a certified copy of said decree being recorded in Book 638_[7?] Page 1, et. seq., of Deeds, records of said County, more particularly described as follows:

Beginning at the most Northerly corner of said Lot 86, as shown on said Map; thence South 67 degrees 41 minutes 00 seconds East along the Northeasterly line of said Lot P6, a distance of 778.00 feet; thence South 22 degrees 16 minutes 40 seconds West 580.00 feet to a point in the Southwesterly line of 20.00 foot railroad right-of way, recorded in Book 3891 Page 224, Official Records of said County, being the true point of beginning; thence South 67 degrees 41 minutes 00 seconds East, along said Southwesterly line, 1058.94 feet to the Northwesterly line of Indiana Street as described in deed to the County of Los Angeles, recorded on March 2, 1925, as Instrument No. 832 in Book 3927 Page 83 of Official Records; thence South 22 degrees 16 minutes 30 seconds West, along said Indiana Street, 342.29 feet to the beginning of a tangent curve in the boundary of said Indiana Street described as having a radius of 15.00 feet; thence Southwesterly, along said curve, through a central angle of 90 degrees 02 minutes 30 seconds an arc distance of 23.50 feet to the Southerly line of the 10 foot wide strip of land described in deed recorded in Book 54193 Page 316, Official Records and Document No. 2275 recorded June 18, 1973; thence North 67 degrees 41 munites [sic] 00 seconds West, along Bandini Boulevard, 1043.91 feet to the Southwesterly prolongation of said course described above as having a bearing and length of South 22 degrees 16 minutes 40 seconds West 580.00 feet; thence North 22 degrees 16 minutes 40 seconds East 357.30 feet to the true point of beginning.

Appendix M
Vernon Specific Equipment List

As to the Vernon, CA Designated Site:

All equipment that was on the Vernon, CA Designated Site as September 3, 2020 including, without limitation, the following:

- All golf carts
- All tools and sampling equipment
- All computers, monitors, office furniture and other miscellaneous office equipment
- All other personal property and equipment (including pollution control equipment) that was on the Vernon, CA Designated Site as September 3, 2020 and that is used or useful in managing the Site

In addition, the Debtors shall not remove any DTSC property from the Vernon, CA Designated Site.