

APPENDIX 5

STATUTE OF LIMITATIONS TOLLING AGREEMENT

The parties herein, Exide Technologies, 13000 Deerfield Parkway, Suite 200, Milton, Georgia (“Exide”), by its undersigned officer and through its attorneys, Sheppard Mullin Richter and Hamilton LLP, and the United States Attorney’s Office for the Central District of California (“the USAO”), hereby enter into this Statute of Limitations Tolling Agreement (“the Tolling Agreement”) for the purpose of supporting and implementing the Non-Prosecution Agreement attached hereto. It is the intent of the parties to effectively waive and toll the applicable statute of limitations for the investigation and potential criminal violations described below for a period of ten calendar years from the date that the Non-Prosecution Agreement is signed and executed by all parties thereto (“the effective date of the Non-Prosecution Agreement”).

WHEREAS:

A. Exide has been advised by the USAO that it is the target of a federal investigation into alleged criminal violations occurring within the Central District of California arising under various federal environmental crimes statutes and the attendant regulations, including the federal Resource Conservation and Recovery Act, Title 42, United States Code, Sections 6901 et seq., the federal Hazardous Materials Transportation Act, Title 49, United States Code, Sections 5101 et seq., the federal Clean Air Act, Title 42, United States Code, Sections 7401, et seq., the federal Clean Water Act, Title 33, United States Code, Sections 1251, et seq., and Title 18, United States Code, Sections 2, 371, and 1001.

B. It is the intention and understanding of Exide and the Government that the ten year period following the effective date of the Non-Prosecution Agreement shall be tolled and excluded from any calculation of time for purposes of (a) any applicable statute of limitations

under the laws of the United States for the violations listed in Paragraph A, and (b) any constitutional, statutory or other claim concerning pre-indictment delay, relating to any federal criminal violations listed in Paragraph A brought by the Government against Exide.

C. Exide has been advised by its counsel of the nature of the potential charges, and has been expressly advised that the Government contends that the statute of limitations set forth in 18 U.S.C. § 3282 for the offenses that could be charged against Exide, as referred to in Paragraph A, is five years from the date of the occurrence of the alleged violations. This agreement does not affect Exide's right to bring any other motion or raise any other defense, including but not limited to any motion or defense based on the Government's failure to bring any charges against Exide prior to the effective date of the Non-Prosecution Agreement. Exide understands that the effective result of this Tolling Agreement is to waive and exclude a total period of ten calendar years from the effective date of the Non-Prosecution Agreement for the purpose of calculating the applicable statute of limitations for the potential criminal violations described herein.

D. Exide has thoroughly discussed this Agreement with Exide's attorney and knowingly and voluntarily chooses to enter into this Agreement.

NOW, THEREFORE,

In mutual considerations of their undertakings herein, and subject to the conditions hereof, the parties agree as follows:

1. Exide, through its undersigned representative, hereby agrees that the period beginning on the effective date of the Non-Prosecution Agreement, and terminating at 5:00 p.m. on the date exactly ten calendar years from that effective date, shall be tolled and excluded from any calculation of time with respect to criminal violations which would otherwise become barred by any statute of limitations applicable to the statutes described in Paragraph A above.

2. This Agreement shall not be construed as a waiver of any right or defense that Exide may have to any of the criminal violations alleged in this Tolling Agreement and listed in the Non-Prosecution Agreement.


3. The act of entering into this Tolling Agreement, by itself, does not constitute an admission by Exide of any wrongdoing; it has been entered into for the sole purpose of supporting and implementing the attached Non-Prosecution Agreement with the government.

STEPHANIE YONEKURA
Acting United States Attorney

JOSEPH O. JOHNS
Assistant United States Attorney
Chief, Environmental Crimes Section

Date

I have read this Agreement, and carefully reviewed every part of it with the attorneys for Exide Technologies. I understand it, and I voluntarily agree to it on behalf of Exide Technologies. As the representative of Exide Technologies, I represent that I have authority to act for and on behalf of the corporation. Further, I have consulted with the corporation's attorneys and fully understand the corporation's rights that may apply to this matter. No other promises or inducements have been made to the corporation, other than those set forth in this Tolling Agreement. In addition, no one has threatened or forced me or any member of the corporation in any way to enter into this Tolling Agreement. Finally, I am satisfied with the representation of the corporation's attorneys in this matter.



ROBERT M. CARUSO, solely in his capacity as
President and Chief Executive Officer
EXIDE TECHNOLOGIES


3/11/15

Date

2. This Agreement shall not be construed as a waiver of any right or defense that Exide may have to any of the criminal violations alleged in this Tolling Agreement and listed in the Non-Prosecution Agreement.


3. The act of entering into this Tolling Agreement, by itself, does not constitute an admission by Exide of any wrongdoing; it has been entered into for the sole purpose of supporting and implementing the attached Non-Prosecution Agreement with the government.

STEPHANIE YONEKURA
Acting United States Attorney


JOSEPH O. JOHNS
Assistant United States Attorney
Chief, Environmental Crimes Section

3/11/15
Date

I have read this Agreement, and carefully reviewed every part of it with the attorneys for Exide Technologies. I understand it, and I voluntarily agree to it on behalf of Exide Technologies. As the representative of Exide Technologies, I represent that I have authority to act for and on behalf of the corporation. Further, I have consulted with the corporation's attorneys and fully understand the corporation's rights that may apply to this matter. No other promises or inducements have been made to the corporation, other than those set forth in this Tolling Agreement. In addition, no one has threatened or forced me or any member of the corporation in any way to enter into this Tolling Agreement. Finally, I am satisfied with the representation of the corporation's attorneys in this matter.


ROBERT M. CARUSO, solely in his capacity as
President and Chief Executive Officer
EXIDE TECHNOLOGIES

3/11/15
Date

We are the attorneys for Exide Technologies. We have carefully reviewed every part of this Tolling Agreement with Robert M. Caruso, President and Chief Executive Officer of Exide Technologies, who to my knowledge has authority to act for and on behalf of the corporation. To my knowledge, the corporation's decision to enter into this Tolling Agreement is an informed and voluntary one.



CHARLES L. KREINDLER
Sheppard Mullin Richter and Hampton LLP
Attorneys for Exide Technologies

3/11/15

Date