

UNITED STATES BANKRUPTCY COURT <u>District Of Delaware</u>		PROOF OF CLAIM						
Name of Debtor:  <b>Exide Technologies</b>	Case Number:  <b>13-11482 -KJC</b>							
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.								
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>City of Frisco, Texas</b>								
Name and address where notices should be sent: <b>c/o Abernathy Roeder Boyd &amp; Joplin, P.C., 1700 Redbud Blvd., Suite 300 McKinney, Texas 75069</b>  Telephone number: <b>(214) 544-4000</b> email:		<b>COURT USE ONLY</b>  <input type="checkbox"/> Check this box if this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____						
Name and address where payment should be sent (if different from above):    Telephone number: email:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.						
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>Undetermined</u>  If all or part of the claim is secured, complete item 4.  If all or part of the claim is entitled to priority, complete item 5.  <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.								
<b>2. Basis for Claim: <u>Environmental Liability and Contract Claims</u></b> (See instruction #2)								
<b>3. Last four digits of any number by which creditor identifies debtor:</b>	<b>3a. Debtor may have scheduled account as:</b> _____ (See instruction #3a)	<b>3b. Uniform Claim Identifier (optional):</b> _____ (See instruction #3b)						
<b>4. Secured Claim (See instruction #4)</b> Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.  Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____  Value of Property: \$ _____  Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)								
Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____  Basis for perfection: _____  Amount of Secured Claim: \$ _____  Amount Unsecured: \$ _____								
<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.</b>  <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top; padding: 5px;"> <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).             </td> <td style="width: 33%; vertical-align: top; padding: 5px;"> <input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).             </td> <td style="width: 33%; vertical-align: top; padding: 5px;"> <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).             </td> </tr> <tr> <td style="vertical-align: top; padding: 5px;"> <input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).             </td> <td style="vertical-align: top; padding: 5px;"> <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).             </td> <td style="vertical-align: top; padding: 5px;"> <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)( ).             </td> </tr> </table> <div style="text-align: right; padding-top: 10px;"> <b>Amount entitled to priority:</b>            \$ _____         </div>			<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)( ).
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<i>*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>								
<b>6. Credits.</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)								

**7. Documents:** Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

**8. Signature:** (See instruction #8)

Check the appropriate box.

☐ I am the creditor. ☒ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.) (See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: **Henry J. Hill**

Title: **Deputy City Manager**

Company: **City of Frisco, Texas**

Address and telephone number (if different from notice address above):

(Signature)

(Date)

Telephone number: email:

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

**Items to be completed in Proof of Claim form**

**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**1. Amount of Claim as of Date Case Filed:**

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

**2. Basis for Claim:**

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

**3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:**

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

**3a. Debtor May Have Scheduled Account As:**

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

**3b. Uniform Claim Identifier:**

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

**4. Secured Claim:**

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

**5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).**

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

**6. Credits:**

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

**7. Documents:**

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

**8. Date and Signature:**

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS****Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

**Claim**

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

**Secured Claim Under 11 U.S.C. § 506 (a)**

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

**Unsecured Claim**

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

**Claim Entitled to Priority Under 11 U.S.C. § 507 (a)**

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

**Redacted**

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number; only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

**Evidence of Perfection**

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

**INFORMATION****Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system ([www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov)) for a small fee to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

## CLAIM DESCRIPTION

1. Manufacturing operations at the site of the Exide Recycling Center in Frisco, Texas (Exide) began in 1964 when the property was initially developed as a lead oxide manufacturing facility (the "Facility"). Battery recycling operations began at the Facility in 1969 and continued until the Facility ceased operations in November 2012. These operations were conducted on a parcel of land containing 98.1 acres of land, more or less (the "Exide Plant Site").

2. The waste streams produced at the Exide Plant Site have resulted in widespread contamination of the site and surrounding area, and multiple state and federal environmental enforcement actions have been taken at the Facility and against Exide.

3. Since 2010, the Texas Commission on Environmental Quality ("TCEQ") has issued three Agreed Orders to the Exide Plant Site (Docket #2011-1712-IHW-E for improper waste management; Docket #2011-0521-MIS for excessive discharges of lead particulate to the atmosphere; and Docket #2010-1818-IWD-E for unmonitored wastewater discharges to Stewart Creek). Exide is also under a United States Environmental Protection Agency ("EPA") Administrative Order on Consent (RCRA 06-2012-0966) for improper waste management practices. On September 24, 2013, the TCEQ issued its Notice of Enforcement regarding improper storage of blast furnace slag at the Exide Plant Site, improper disposal of blast furnace slag in the Class 2 Landfill located at the Exide Plant Site and inadequate testing for cadmium when performing hazardous waste determinations of waste piles as well as the capped cells of the Class 2 landfill at the Exide Plant Site. On October 3, 2013, the TCEQ issued their comments to the Affected Property Assessment Report ("APAR") dated July 9, 2013, submitted by Exide regarding the Exide Plant Site. Among these comments were concerns regarding the classification of the groundwater utilized by Exide as Class 3 rather than Class 2. The comments directed further evaluation and recalculation of the data to properly determine the groundwater classification. The comments also noted that a change in the groundwater classification would also affect the applicable critical protective concentration level ("PCL") and residential assessment level ("RAL") for all or portions of the Exide Plant Site. The EPA comments regarding the APAR also noted that the reclassification of the groundwater would affect the required cleanup levels for contaminated soils at the Exide Plant Site.

4. The Exide Plant Site is constructed over the former channel of Stewart Creek and a tributary to the north. Currently, Stewart Creek is adjacent to the southern side of the Facility, and the northern tributary of Stewart Creek is located immediately to the north of the Facility. Stewart Creek was identified as a Solid Waste Management Unit ("SWMU") at the Exide Plant Site in 1991. More recently, lead contaminated sediment or soil has been reported in or adjacent to Stewart Creek.

5. On June 6, 2012, Exide and the City of Frisco, Texas, entered into a Master Settlement Agreement (the "MSA") to avoid protracted litigation over Exide's unlawful non-conforming use of the Exide Plant Site. A copy of the MSA is attached hereto and incorporated herein for all purposes. Additionally, the City of Frisco, Texas was joined by the Frisco Economic Development Corporation (the "EDC") which agreed to acquire a parcel of land containing 85.95 acres of land, more or less, from Exide which abutted the Exide Plant Site and by the Frisco

Community Development Corporation (the "CDC") which agreed to acquire a parcel of land containing 20.28 acres of land, more or less, from Exide which also abutted the Exide Plant Site. These two parcels were cumulatively referred to in the MSA as the "J Parcel." The Exide Plant Site was referenced in the MSA as the "Bowtie" parcel. In exchange for the purchase of the J Parcel, Exide agreed, among other things, to (a) cease all business operations on the Bowtie parcel on or before December 31, 2012; (b) demolish and remove all above ground facilities except foundations and equipment mounts, the wastewater treatment plant, and other facilities agreed to by the City in writing on the Bowtie parcel within one year of cessation of operations; (c) take all actions necessary to comply with any regulatory requirements for the closure of the Bowtie parcel; and (d) meet applicable Texas Risk Reduction Program industrial cleanup standards for the remediation and closure of the Bowtie parcel. After execution of the MSA, the City of Frisco, Texas, the EDC and the CDC (cumulatively "Frisco") placed the funds required by the MSA into an Escrow Account subject to release to Exide upon satisfaction of the conditions precedent to the release of funds contained within the MSA. The funds deposited by Frisco within the Escrow Account are not property of the Exide bankruptcy estate and are property owed by or being held for the benefit of Frisco. To the extent necessary and in an abundance of caution, Frisco asserts a claim to all funds being held in the Escrow Account. To the extent the following is inconsistent with the terms of the MSA, the MSA shall govern.

6. By its notification dated December 3, 2012, Exide declared to Frisco that all operations at the Exide Plant Site were terminated on November 30, 2012. As of December 1, 2013, Exide has not demolished and removed all above ground facilities, other than those specifically excluded, from the Bowtie parcel. As a result, Exide is in default on its performance obligations under the MSA.

7. Additionally, to comply with the terms of the MSA, Exide is required to satisfy the requirements of the TCEQ, and to complete the remediation and closure of the Bowtie parcel. Among other things, the remediation of all waste and media contaminated at concentrations above action levels based on Class 2 groundwater from the "Bowtie" and Class 2 Landfill properties, and removal of soil impacted above the negotiated cleanup value for lead of 250 mg/Kg on the J Parcel, as well as the "Lake Parcel" portion of the Bowtie property, for which Frisco has an option to purchase, is considered extremely significant. Because the studies necessary to quantify these undertakings have not yet been completed, the amount of the claim is not yet known. However, this effort will take several years to complete and could require the remediation of between 615,000 and 760,000 cubic yards of waste, approximately one-half of that total being hazardous waste. It is also likely that the cost will further increase if the TCEQ includes all or any portion of Stewart Creek within the cleanup requirements of the Bowtie parcel. Frisco has asserted and herein asserts claims resulting from the Exide Plant Site, Exide's operations thereon, and any claims or damages arising from or relating thereto, including but not limited to environmental claims, damages, and liabilities.

8. Frisco also has, and hereby asserts, claims against Exide for potential cleanup of sites and other areas located at, outside of, or adjacent to the Facility and the Exide Plant Site without regard to whether those sites are or are not addressed in the MSA. Further, any failure by Exide to (a) fully satisfy the terms and conditions of the MSA; (b) assume the MSA to the extent it is

executory; or (c) satisfy the requirements of the TCEQ, the EPA, or any other party or entity related to the Bowtie and J Parcels, as well as Stewart Creek, will also result in additional claims. Finally, Frisco may also have additional contract and/or tort based claims against Exide, including, without limitation, breaches of the MSA, nuisance, quantum meruit, money had and received, breach of fiduciary duty, negligence and gross negligence, conspiracy, and claims based on fraud and fraud in the inducement and/or negligent misrepresentation relating to the negotiation, execution, and performance of the MSA. Any and all such claims are hereby reserved and preserved, and are asserted herein to the extent necessary. Frisco reserves the right to amend and/or supplement this proof of claim as facts become known.

9. The documents evidencing the entirety of the Frisco claim are voluminous and are referenced, in part, in this Claim Description. The Debtor or any party in interest requiring copies of such documentation may request the same from the counsel for Frisco at the following address:

**ABERNATHY ROEDER BOYD & JOPLIN, P.C.  
ATTN: RICHARD M. ABERNATHY  
1700 REDBUD BLVD., SUITE 300  
McKINNEY, TEXAS 75069**

## CITY OF FRISCO, TEXAS

CITY OF FRISCO

THE STATE OF TEXAS

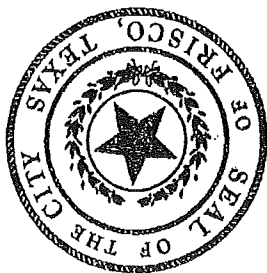
COUNTIES OF COLLIN/DENTON

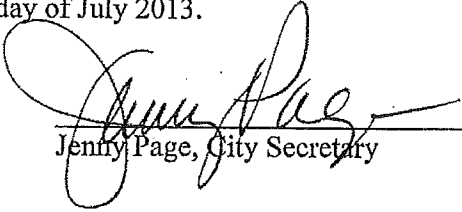
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CERTIFICATION TO COPY  
OF PUBLIC RECORD

I, Jenny Page, City Secretary for the City of Frisco, Texas do hereby certify that I am the custodian of records of the City of Frisco, Collin and Denton Counties, Texas and attached hereto is a true and correct copy of the Master Settlement Agreement by and among Exide Technologies doing business in Texas as Exide Technologies Inc., the City of Frisco, Texas a local government authority, Frisco Economic Development Corporation, a Texas non-profit corporation, and Frisco Community Development Corporation, a Texas non-profit corporation. I further certify, in the performance of the functions of my office, that the aforementioned documents are an official record from the City of Frisco, in Collin and Denton Counties, Texas.

Witness my hand and seal this 16th day of July 2013.



  
Jenny Page, City Secretary

## MASTER SETTLEMENT AGREEMENT

by and among

Exide Technologies doing business in Texas as Exide Technologies, Inc.,  
a Delaware corporation,

the City of Frisco, Texas, a local governmental authority,

Frisco Economic Development Corporation, a Texas non-profit corporation,

and

Frisco Community Development Corporation, a Texas non-profit corporation.



## MASTER SETTLEMENT AGREEMENT

THIS MASTER SETTLEMENT AGREEMENT (this "Agreement") is made and entered into to be effective as of June 6, 2012 (the "Effective Date") by and among Exide Technologies doing business in Texas as Exide Technologies, Inc., a Delaware corporation ("Exide"), the City of Frisco, Texas, a local governmental entity organized and existing under the laws of the State of Texas (the "City"), the Frisco Economic Development Corporation, a non-profit corporation created pursuant to the Texas Development Corporation Act ("EDC"), and the Frisco Community Development Corporation ("CDC"), a non-profit corporation created pursuant to the Texas Development Corporation Act (the City, EDC and CDC are sometimes collectively referred to herein as the "Frisco Parties"). Collectively, Exide and the Frisco Parties are referred to herein as the "Parties."

### RECITALS

A. Exide is the owner of certain real property located at 7471 South 5th Street, Frisco, Texas (the "Exide Property"), on which it is conducting business operations (the "Exide Operations"). The Parties have negotiated this Agreement to resolve disputes among the parties including a dispute related to two parcels within the Exide Property referred to herein as the "J Parcel" and the "Bowtie Parcel." Specifically, the Bowtie Parcel shall refer to Exide's operating plant and landfill facility and the J Parcel shall refer to undeveloped property surrounding the Bowtie Parcel. The map attached hereto as Exhibit A and made a part hereof generally shows the parcels within the Exide Property, all of which will be subject to a specific survey as part of the transaction contemplated herein.

B. Disputes have developed between the Parties regarding Exide's operations and the Exide Property. Following denial of a vested rights petition filed by Exide, the City Council of the City (the "City Council") voted to refer to the Board of Adjustment of the City the consideration of establishing a compliance date for an alleged non-conforming use of the Exide Property (the "Amortization Proceeding").

C. Both Exide and the City have threatened litigation against the other regarding the Exide Property and the proposed Amortization Proceeding.

D. In an effort to avoid the prospect of litigation, Exide and the City have agreed to settle the disputes identified herein between them as more fully set forth in this Agreement.

E. Subject to the terms and conditions of this Agreement, Exide has agreed to wind down its operations on the Bowtie Parcel, and to remove improvements, except as provided for herein. Exide has further agreed to remediate the J Parcel, as set forth in this Agreement, subject to reimbursement for the costs related to the J Parcel from the City.

F. Subject to the terms and conditions of this Agreement, (1) Exide has agreed to sell and EDC has agreed to buy that portion of the J Parcel more particularly described on Exhibit B attached hereto and made a part hereof, together with all and singular, the rights and appurtenances pertaining to such portion of the J Parcel, including any right, title and interest of Exide in and to adjacent streets, alleys or rights-of-way, and including all of Exide's rights to all oil, gas and other minerals, together with any improvements, fixtures, and personal property

situated on and attached to such portion of the J Parcel (collectively, the "EDC Tract"), (2) Exide has agreed to sell and CDC has agreed to buy that portion of the J Parcel more particularly described on Exhibit C attached hereto and made a part hereof, together with all and singular, the rights and appurtenances pertaining to such portion of the J Parcel, including any right, title and interest of Exide in and to adjacent streets, alleys or rights-of-way, and including all of Exide's rights to all oil, gas and other minerals, together with any improvements, fixtures, and personal property situated on and attached to such portion of the J Parcel (collectively, the "CDC Tract"), on the terms and conditions set forth herein (the EDC Tract and the CDC Tract comprising all of the J Parcel); and (3) Exide has agreed to sell and CDC has agreed to buy the Lake Parcel and the Pond Parcel on the terms and conditions set forth herein.

## AGREEMENTS

For and in consideration of the respective covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Exide and the Frisco Parties, intending to be legally bound, agree as follows:

### ARTICLE 1 DEFINITIONS

For purposes of this Agreement, unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement shall have the respective meanings assigned to them in this Agreement or in Annex A attached hereto and made a part hereof for all purposes.

### ARTICLE 2 TERMS OF SETTLEMENT

2.1 Sale by Exide of the EDC Tract. On the terms set forth in this Agreement and all other necessary agreements to fully effectuate the Parties' intent herein, none of which shall be unreasonably withheld, Exide agrees to sell the EDC Tract to the EDC and the EDC agrees to buy the EDC Tract from Exide for a cash purchase price equal to \$27,000,000.00 (the "EDC Purchase Price"). Exide's obligation to sell and convey the EDC Tract shall be expressly contingent upon the purchase by the CDC of the CDC Tract; likewise, the EDC's obligation to purchase and pay for the EDC Tract is expressly contingent upon Exide selling and conveying to the CDC the CDC Tract.

2.2 Sale by Exide of the CDC Tract. On the terms set forth in this Agreement and all other necessary agreements to fully effectuate the Parties' intent herein, none of which shall be unreasonably withheld, Exide agrees to sell the CDC Tract to the CDC and the CDC agrees to buy the CDC Tract from Exide for a cash purchase price equal to \$18,000,000.00 (the "CDC Purchase Price") which together with EDC Purchase Price is sometimes referred to as the "Total Purchase Price"). Exide's obligation to sell and convey the CDC Tract shall be expressly contingent upon the purchase by the EDC of the EDC Tract; likewise, the CDC's obligation to purchase and pay for the CDC Tract is expressly contingent upon Exide selling and conveying to the EDC the EDC Tract.

2.3 Modification of the EDC and CDC Tracts. At any time prior to the Fund Delivery Deadline (defined in Section 2.4), the Frisco Parties, in their sole discretion, may reconfigure the EDC Tract and CDC Tract, which of the Frisco Parties will purchase such tracts, and the cash consideration allocated herein for the purchase of each tract, provided that the reconfiguration of the tracts comprise all of the J Parcel and the combined consideration payable to Exide therefor is \$45,000,000.00. Any modification to the size or configuration of the EDC and CDC Tracts or the purchase price allocated to each and the Frisco Party that will purchase such tract shall be delivered in writing to Exide on or before the Fund Delivery Deadline and thereafter the EDC Tract, the EDC Purchase Price, the CDC Tract and the CDC Purchase Price as defined herein shall be automatically modified accordingly. To the extent the City is a purchaser of all or a portion of the J Parcel, all references, rights and obligations of either EDC or CDC, as applicable, shall refer instead to the City as to such portion or all of the J Parcel to which the City is the purchaser.

2.4 Establishment of Escrow Accounts. Within ten (10) Business Days from the execution of this Agreement, the Parties shall enter into the Escrow Agreement attached hereto as Exhibit D with the Escrow Agent selected by the City, and EDC and/or CDC shall deposit the aggregate amount of \$5,000,000.00 to be held by the Escrow Agent in an interest-bearing account (the "Earnest Money Funds Escrow Account"), which amount shall be disbursed in accordance with the provisions of Section 2.10 hereof (the "Earnest Money Funds"). On or before October 1, 2012 (the "Fund Delivery Deadline"), the Frisco Parties shall deposit \$1,000,000.00 to be held by the Escrow Agent in an interest-bearing account, subject to additional deposits in accordance with Section 5.2 (the "Remediation Funds Escrow Account"), which shall be disbursed to Exide in reimbursement of the remediation costs associated with J Parcel as more fully set out in Section 5.2 hereof (the "Remediation Funds"). On or before the Fund Delivery Deadline, the EDC shall deposit the EDC Purchase Price (less the amount of the Earnest Money Funds deposited by EDC into the Earnest Money Funds Escrow Account) into an interest-bearing account with the Escrow Agent to be held and disbursed as set forth in Section 2.11 and Article 12 below (the "Purchase Price Escrow Account"). On or before the Fund Delivery Deadline, the CDC shall deposit the CDC Purchase Price (less the amount of the Earnest Money Funds deposited by CDC into the Earnest Money Funds Escrow Account) into the Purchase Price Escrow Account. EDC and CDC shall also deposit with the Escrow Agent in the Purchase Price Escrow Account the Purchasers' Resolutions by the Fund Delivery Deadline. Within three (3) Business Days from receiving written confirmation from the Escrow Agent that the Remediation Funds have been deposited into the Remediation Funds Escrow Account and the EDC Purchase Price, the CDC Purchase Price and the Purchaser's Resolutions have been deposited into the Purchase Price Escrow Account (the "Deed Delivery Deadline"), Exide shall execute and deliver to the Escrow Agent a special warranty deed to the EDC Tract (the "EDC Tract Deed") and a special warranty deed to the CDC Tract (the "CDC Tract Deed" and collectively with the EDC Tract Deed, the "Deeds"), and the Access Easement to be held in the Purchase Price Escrow Account and delivered to the EDC and the CDC, respectively, on the Closing Date. The Deeds shall be in the form attached as Exhibit E. Exide shall also deposit with the Escrow Agent in the Purchase Price Escrow Account two original Non-Foreign Person Affidavits and two originals of the Exide Resolutions by the Deed Delivery Deadline. The Deeds, Access Easements and Non-Foreign Person Affidavits delivered to the Escrow Agent shall be duly executed and notarized, where appropriate, and, where appropriate, be in recordable form, but shall not be dated. Interest on the funds held in the Purchase Price Escrow Account

shall accrue to the account of EDC and CDC, respectively, and, except as otherwise provided herein, shall be immediately released and paid to EDC and CDC, at the time of the disbursement of the EDC Purchase Price and the CDC Purchase Price to Exide. Interest on the funds held in the Earnest Money Escrow Account shall accrue to the account of EDC and/or CDC, in proportion to their relative contribution to the funding of the Earnest Money Funds Escrow Account, and shall be immediately released and paid to EDC and/or CDC, as applicable, at the time of the final disbursement of Earnest Money Funds from the Earnest Money Funds Escrow Account as set forth herein. All administrative costs associated with the Remediation Funds Escrow Account, Earnest Money Funds Escrow Account and the Purchase Price Escrow Account shall be the sole cost and expense of the EDC and CDC on a pro rata basis, which pro rata calculation shall be in proportion to the EDC and/or the CDC funding of the escrow accounts.

2.5 City Cooperation. The City shall assist Exide in discussions with the TCEQ and any other Governmental Authority, as requested by Exide, concerning modifications and updates required to permits and orders to recognize the wind down of operations and facility closure, but shall be under no obligation to incur any costs in doing so. The City shall assist Exide in procuring in accordance with city ordinances all City approvals or permits required by Exide in connection with the Demolition Activities and the Regulatory Compliance and Closure Activities, but shall be under no obligation to incur any cost in doing so.

2.6 VCP Application. Within ten Business Days from the deposit of the Deeds with the Escrow Agent in the Purchase Price Escrow Account, Exide and the City will prepare and submit a voluntary cleanup program application ("VCP Application") to the TCEQ and enter the J Parcel in the VCP Program as more fully set forth in Article 5 hereof. The Frisco Parties will be listed as co-applicants on the VCP Application.

2.7 Wind-Down of Operations; Facility Closure. On or before December 31, 2012, Exide will cease all business operations on the Bowtie Parcel (other than Demolition Activities or Regulatory Compliance Closure Activities) and will close its facilities located thereon ("Exide's Cessation of Operations"); provided, however, in the event the proposed funding or funding mechanism, such as the issuance of bonds to be issued by the Frisco Parties to finance all or any portion of the Total Purchase Price, is challenged through the initiation of litigation, by means of a petition or otherwise (the "Funding Challenge"), the deadline for Exide's Cessation of Operations shall be extended to January 6, 2014. Exide's Cessation of Operations shall be deemed to occur when Exide permanently stops processing materials into product at its lead processing plant on the Exide Property and permanently ceases the inbound movement of raw materials used in and outbound movement of products produced by the lead processing operations. For purposes of this Agreement, the date on which the last processing of materials into finished goods in connection with the Exide Operations and the last shipment of finished product from the Exide Operations leaves the Exide Property have both occurred shall be deemed to be the date of Exide's Cessation of Operations. Exide shall confirm such date in a written notice to the City, with a copy to Escrow Agent, following the occurrence thereof. All above ground facilities on the Bowtie Parcel, save and except foundations and concrete equipment mounts, the wastewater treatment plant and other facilities agreed to by the City in writing, shall be demolished and removed from the Bowtie Parcel (the "Demolition Activities") on or before the date that is one year following the date of Exide's Cessation of Operations, but

no later than January 6, 2015. Exide shall provide the Frisco Parties notice of the completion of Demolition Activities within three (3) Business Days after said completion.

2.8 Remediation of J Parcel. Not later than 14 Business Days after the completion of the Demolition Activities, Exide will commence remediation in accordance with the VCP Application and take such other actions as are necessary to obtain a Certificate of Completion for the J Parcel from the TCEQ as soon as possible, with a target date for issuance of the Certificate of Completion on or before the date that is 18 months following the date of Exide's Cessation of Operations. Remediation of the J Parcel under the VCP Program shall be conducted in accordance with the provisions of Article 5 below. It is hereby agreed that title to all materials removed from the J Parcel in connection with the Remediation of the J Parcel shall remain the property of Exide.

2.9 Regulatory Compliance and Closure Activities and Site Maintenance Activities for Bowtie Parcel. Following completion of the Demolition Activities, Exide shall undertake in a diligent fashion all actions necessary to comply with any regulatory requirements for the closure of the Bowtie Parcel and will maintain the Bowtie Parcel in a manner that complies with applicable laws. Remediation and closure of the Bowtie Parcel shall be required to meet applicable Texas Risk Reduction Program ("TRRP") industrial cleanup standards. The City agrees that it will not object to whatever remedy on the Bowtie Parcel is approved by the TCEQ.

2.10 Release of Earnest Money Funds Escrow Account. The Earnest Money Funds Escrow Account shall be released by Escrow Agent to Exide as follows:

2.10.1 In the event the Purchase Price Escrow Account is not fully funded with an amount equal to the Total Purchase Price (less the amount of the Earnest Money Funds) on or before the Fund Delivery Deadline, the Escrow Agent is hereby authorized and directed upon the written request of Exide to deliver fifty percent (50%) of the Earnest Money Funds to Exide on the first Business Day following the Fund Delivery Deadline. In this event, Exide shall be entitled to retain such released funds under all circumstances; provided if the Closing occurs, the amount so delivered to Exide shall be treated as a credit against the Total Purchase Price.

2.10.2 To the extent Exide has not previously received the Earnest Money Funds pursuant to Section 2.10.1, following Exide's Cessation of Operations, Exide shall be entitled to begin drawing down the Earnest Money Funds from the Earnest Money Funds Escrow Account to pay for costs associated with the wind down and closure of the Exide Operations, including without limitation Demolition Activities and Regulatory Compliance and Closure Activities. Such draw requests shall be submitted by Exide to City and Escrow Agent no more frequently than once every thirty (30) days and include statements of costs incurred for such activities which form the basis for the request (each a "Draw Request"). Escrow Agent shall pay the amount shown on the Draw Request on or before the first Business Day that is thirty (30) calendar days from its date of receipt. The aggregate amount of any payments made to Exide in respect of Draw Requests pursuant to this Section 2.10.2 shall be treated as a partial payment of the Total Purchase Price and subtracted from the amount of the Total Purchase Price payable to Exide on the Closing Date.

2.10.3 Any Earnest Money Funds (exclusive of accrued interest) remaining in the Earnest Money Funds Escrow Account on the Closing Date shall be disbursed to Exide in accordance with Article 12 as part of the payment of the Total Purchase Price. All accrued interest on the Earnest Money Funds remaining in the Earnest Money Funds Escrow Account on the Closing Date shall be disbursed to EDC or CDC, as applicable.

2.11 Delivery of Total Purchase Price and Documents Held in Escrow. In accordance with Article 12, on the Closing Date, Escrow Agent shall: (a) fill in any undated documents in the Purchase Price Escrow Account with the Closing Date, (b) deliver to Exide the Total Purchase Price (less the amount of any payments of the Earnest Money Funds to Exide prior to the Closing Date from the Earnest Money Escrow Account) and the Purchasers' Resolutions, (c) fill in names of grantees as designated by the Purchasers, (d) deliver to the EDC the EDC Tract Deed, the Access Easement if required, one Non-Foreign Person Affidavit, one original of the Exide Resolutions and all accrued interest on the EDC Purchase Price, (e) deliver to the CDC the CDC Tract Deed, the Access Easement if required, one Non-Foreign Person Affidavit, one original of the Exide Resolutions and all accrued interest on the CDC Purchase Price and the Earnest Money Funds, and (e) deliver to the City all of the remaining Remediation Funds and any interest accrued thereon, except for any amounts in dispute. After such deliveries, the Escrow Agreement shall automatically terminate.

2.12 Grant of Access Easement by Exide. Exide agrees to grant an easement in favor of the Frisco Parties on that certain property owned by Exide more particularly described in Exhibit F attached hereto and made a part hereof ("Corridor Parcel") to provide access to the property referred to as the northwest field, which is included in the J Parcel (the "Access Easement"). The Access Easement shall be in the form attached as Exhibit G attached hereto and made a part hereof and shall be delivered to the Escrow Agent as set forth in Section 2.4.

2.13 Conveyance Plat. The Frisco Parties shall be responsible for processing a Conveyance Plat through the City to plat the EDC Tract, CDC Tract, and the Bowtie Parcel following the delivery of the Total Purchase Price and the documents into escrow pursuant to the Escrow Agreement. Exide agrees to execute the application as the property owner and the Conveyance Plat, once approved, and to otherwise cooperate with the Frisco Parties in the platting process at no additional expense to Exide. Exide agrees the Conveyance Plat may include the right of way dedications for Eubanks and Parkwood shown on the preliminary draft of the Conveyance Plat attached hereto as "Exhibit I." Once the Conveyance Plat is approved, the original shall be delivered to the Escrow Agent to hold pending the release of the escrowed funds and documents. The Conveyance Plat shall be recorded prior to the delivery and filing of the deeds and the legal descriptions shall be substituted on the documents to conform with the legal description of the properties per the recorded Conveyance Plat.

2.14 Reservation of Eagan Way Access. The Deeds for the J Parcel shall include a reservation of a non-exclusive and perpetual easement for ingress and egress over and across Eagan Way as shown on Exhibit H attached hereto and incorporated herein, which easement shall provide that Eagan Way may be relocated by the Frisco Parties so long as the Bowtie Parcel shall at all times have uninterrupted access over and across the J Parcel to and from public rights of way.

**ARTICLE 3**  
**MUTUAL SETTLEMENT AND RELEASE**

3.1 Settlement and Mutual Release of Claims. Upon the Closing Date, the Parties hereby settle and release the following claims, demands, causes of action, administrative and planning and zoning procedures, and threats of litigation listed in this Paragraph (the "Claims"). Exide, on the one hand, and the City, on the other, fully release and discharge one another from all past or present Claims, whether now or later accruing, damages, fines, debts, demands, suits; counterclaims, requests for mandamus or injunctive relief, liabilities, amortization proceedings, penalties, actions or causes of action, whether in law or in equity, whether by constitution or statute or common law, arising out of or related to zoning or annexation of the Exide Property, issuance or failure to issue permits, application of City regulations to the Exide Property, development applications submitted by Exide, the use of the Exide Property by Exide or others, and any City actions related to Exide or the Exide Property, including without limitation, federal or state law Claims pertaining to common law or statutory vested rights, inverse condemnation, regulatory taking, equal protection, due process of law, civil rights violations, non-conforming use status, interpretation or application of City regulations as applied to Exide or the Exide Property, negligence, gross negligence, trespass, nuisance, trespass, conspiracy, products liability, breach of contract and fraud.

In addition, the Frisco Parties and Exide fully release each other from any causes of action that may arise after the Closing Date that relate to or concern hazardous or nonhazardous materials currently on the Exide Property, or hazardous or nonhazardous materials that may migrate or otherwise affect the Bowtie Parcel or J Parcel. This release does not include, without limitation, the City's ability or authority to enforce its ordinances and regulations, claims for breach of this Agreement, Exide's potential liability to federal and/or state authorities to remediate environmental issues on the Exide Property, or remediation of the Exide Property by Exide and/or the City as provided by this Agreement.

3.2 Stewart Creek Letter Agreement. The settlement and mutual release of claims set forth in Section 3.1 does not affect the Stewart Creek Letter Agreement, the terms and provisions of which shall remain in full force and effect in accordance with the terms thereof.

**ARTICLE 4**  
**CONDITION OF TITLE AND PROPERTY: AS-IS SALE**

4.1 Survey. Before the Effective Date, the City at its sole cost and expense shall order or cause to be ordered from a registered, licensed state surveyor the preparation of a new or updated on the ground survey (the "Survey") of the Exide Property, which Survey shall be in form sufficient to satisfy all of the reasonable requirements of the EDC and the CDC for the acquisition by each of their respective tracts.

4.2 Title Commitment and Title Documents. Before the Effective Date, the EDC and CDC at their sole cost and expense shall cause to be ordered from the Title Company (a) a Commitment for Owner's Policy of Title Insurance (the "Title Commitment") prepared and issued by the Title Company describing and covering the EDC Tract and the CDC Tract, and (b) true, correct and legible copies of all recorded documents relating to easements, rights-of-way,

and any instruments referred to in the Title Commitment as constituting exceptions or restrictions upon the title of Exide (the "Title Documents").

4.3 Review Period. Exide hereby grants to EDC and CDC during the first ninety (90) days after the Effective Date (the "Review Period"), the right to review title and survey matters relating to the EDC Tract or CDC Tract. Each of EDC and CDC shall have until the expiration of the Review Period to review the Survey, Title Commitment, and Title Documents and to deliver in writing to Exide such objections as they or either one of them may have to anything contained in them (the "Objection Notice"). Exide may, but is not obligated to, promptly undertake to eliminate or modify all such matters objected to by EDC or CDC to the reasonable satisfaction of the party so objecting, but shall be under no obligation to incur any cost in so doing; provided, however, Exide agrees to cooperate in good faith to assist EDC and CDC in addressing such matters but shall be under no obligation to incur any costs in doing so. Any items reflected in the Survey, the Title Commitment, or the Title Documents that have not been cured by Exide to the satisfaction of both EDC and CDC, other than the Existing Liens, shall be deemed to be Permitted Exceptions. Notwithstanding the foregoing, each of EDC and CDC hereby agrees that zoning ordinances, real estate taxes and assessments, both general and special, not yet due and payable, liens or encumbrances created by the acts of the Frisco Parties (provided monetary liens placed against the J Parcel by Exide shall not be considered Permitted Exceptions, if permitted by the Frisco Parties), and any items not objected to timely shall hereinafter be deemed to be Permitted Exceptions and EDC and CDC shall not be entitled to object to the status of title or the Survey on account of such Permitted Exceptions. The EDC Tract Deed shall convey good and indefeasible title in fee simple to the EDC Tract, free and clear of any and all liens, encumbrances, conditions, easements, assessments, claims, right-of-way, encroachments, and restrictions except for the Permitted Exceptions which pertain to the EDC Tract. The CDC Tract Deed shall convey good and indefeasible title in fee simple to the CDC Tract, free and clear of any and all liens, encumbrances, conditions, easements, assessments, claims, right-of-way, encroachments, and restrictions except for the Permitted Exceptions which pertain to the CDC Tract.

4.4 As-Is Sale; Property Condition. EDC AND CDC ACKNOWLEDGE THAT THE TOTAL PURCHASE PRICE REFLECTS THE "AS IS, WHERE IS" NATURE OF THE SALE. THE TRANSACTIONS WITH RESPECT TO THE J PARCEL CONTEMPLATED BY THIS AGREEMENT HAVE BEEN NEGOTIATED BETWEEN EXIDE AND THE EDC AND CDC, AND THIS AGREEMENT REFLECTS THE MUTUAL AGREEMENT OF EXIDE AND THE EDC AND CDC. THE EDC AND CDC HAVE CONDUCTED SUCH INSPECTIONS, INVESTIGATIONS AND OTHER INDEPENDENT EXAMINATIONS OF THE J PARCEL AND ALL RELATED DOCUMENTS AND RELATED MATTERS AS THEY DEEM NECESSARY INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND WILL RELY UPON SAME AND NOT UPON ANY STATEMENTS OF ANY EXIDE REPRESENTATIVES. OTHER THAN THE SPECIFIC MATTERS REPRESENTED IN ARTICLE 8 HEREOF, THE EDC AND CDC HAVE NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION, WARRANTY OR ORAL OR WRITTEN STATEMENT OF ANY EXIDE REPRESENTATIVES, INCLUDING ANY REPRESENTATION, WARRANTY OR STATEMENT CONCERNING COMPLETENESS, TRUTH OR ACCURACY OF ANY OF THE DOCUMENTS OR OTHER SUCH



INFORMATION HERETOFORE OR HEREFTER FURNISHED TO THE FRISCO PARTIES AND THE EDC AND CDC HEREBY ACKNOWLEDGE THAT NO SUCH REPRESENTATIONS, WARRANTIES OR STATEMENTS UPON WHICH THE EDC OR CDC CAN RELY HAVE BEEN MADE. NONE OF THE EXIDE REPRESENTATIVES NOR ANY OTHER PERSON IS MAKING ANY REPRESENTATION, WARRANTY, STATEMENTS OR ASSURANCE WHATSOEVER TO THE EDC OR CDC; AND NO WARRANTIES, REPRESENTATIONS, STATEMENTS OR ASSURANCES OF ANY KIND OR CHARACTER, EITHER EXPRESS OR IMPLIED, ARE MADE BY ANY OF THE EXIDE REPRESENTATIVES OR RELIED UPON BY THE EDC OR CDC WITH RESPECT TO THE STATUS OF TITLE TO (EXCEPT FOR THE WARRANTIES OF TITLE PROVIDED IN THE SPECIAL WARRANTY DEEDS), OR THE MAINTENANCE, REPAIR, CONDITION, OR MARKETABILITY OF THE J PARCEL OR ANY PORTION THEREOF, INCLUDING BUT NOT LIMITED TO (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (C) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO SAMPLES OF MATERIALS, (D) ANY RIGHTS OF THE EDC OR CDC UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF VALUE OR CONSIDERATION, (E) ANY CLAIM BY THE EDC OR CDC FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, OR LATENT, WITH RESPECT TO THE J PARCEL, (F) THE FINANCIAL CONDITION OR PROSPECTS OF THE J PARCEL, (G) THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE J PARCEL, OR (H) THE COMPLIANCE OR LACK THEREOF OF THE J PARCEL WITH GOVERNMENTAL REGULATIONS, IT BEING THE EXPRESS INTENTION OF EXIDE AND THE EDC AND CDC THAT THE J PARCEL WILL BE CONVEYED AND TRANSFERRED TO EDC AND CDC IN ITS PRESENT CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS," WITH ALL FAULTS AND, THEREAFTER, EDC AND CDC, RESPECTIVELY WILL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY THE FRISCO PARTIES' INSPECTIONS AND INVESTIGATIONS OF THE EDC TRACT AND CDC TRACT, RESPECTIVELY.

The EDC and CDC represent that they are knowledgeable, experienced, and sophisticated purchasers of real estate, and that they are relying solely on their own expertise and that of Frisco Parties' consultants in purchasing the J Parcel. The EDC and CDC, with their counsel, have fully reviewed the disclaimers and waivers set forth in this Agreement, and understand the significance and effect thereof. The EDC and CDC acknowledge and agree that the disclaimers and other agreements set forth herein are an integral part of this Agreement, and that Exide would not have agreed to the terms of this Agreement without the disclaimers and other agreements set forth in this Agreement.

4.5 The EDC and CDC Waiver of Objections. The EDC and CDC, on behalf of themselves and their respective affiliates, and any of their respective officers, directors, employees, agents, representatives or attorneys, hereby waive as of the Closing Date, to the maximum extent possible any and all objections to or complaints (including, but not limited to, actions based on federal, state or common law and any private right of action under CERCLA, RCRA, Texas environmental laws or any other state and federal law to which the J Parcel is or may be subject) against Exide and the Exide Representatives regarding the physical

characteristics and existing conditions, including, without limitation, structural and geologic conditions, subsurface soil and water conditions and Hazardous Materials on, under, adjacent to or otherwise affecting the J Parcel or related to prior uses of or in the vicinity of the J Parcel, except for obligations arising under this Agreement.

4.6 Changed Conditions. The EDC and CDC further hereby assume the risk of changes in applicable laws and regulations or relating to past, present and future environmental, safety or health conditions on, or resulting from, the ownership or operation of, the J Parcel and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of Hazardous Materials, may not be revealed by its investigations.

4.7 To the extent the City is a purchaser of all or a portion of the J Parcel, all references, rights and obligations of either EDC or CDC, as applicable, shall refer instead to the City as to such portion or all of the J Parcel to which the City is the purchaser.

## ARTICLE 5 VCP PROCESS

5.1 VCP Implementation and Schedule. The VCP Application for the J Parcel will be submitted by Exide and the Frisco Parties to TCEQ within thirty (30) Business Days following the deposit of the Deeds into Purchase Price Escrow Account. Following completion of Demolition Activities, Exide shall conduct and complete Remediation and take such other actions as are necessary to obtain a Certificate of Completion for the J Parcel from the TCEQ as soon as possible with a target date of issuance of the Certificate of Completion on or before the date that is 18 months following the date of Exide's Cessation of Operations, with the cost of such actions being allocated as set forth in Section 5.2.2 below. To this end, Exide agrees as follows:

5.1.1 Concurrently with the submittal of the VCP Application, Exide and the Frisco Parties shall submit a signed VCP agreement, and a CORE Data Form to the TCEQ. As soon as practical Exide shall submit a Self-Implementation Notice ("SIN") to the TCEQ in accordance with the provisions of TRRP, indicating that Exide will implement the required response action for the J Parcel under Remedy Standard A in 30 Texas Administrative Code § 350.32(d), and will use its best efforts to promptly secure approval of the VCP Application and the SIN and to promptly respond to any information requests by or comments of the TCEQ. Frisco Parties shall cooperate reasonably with Exide in any submittals required to be made to the TCEQ in connection with the clean-up of the J Parcel under the VCP Program, including signing the application materials and the VCP agreement. Prior to or concurrently with the clean-up of the J Parcel under the VCP Program, (i) the City shall take the steps necessary to secure and maintain in effect a municipal settings designation ("MSD") for the J Parcel, and if requested by Exide, the Bowtie Parcel; and (ii) the Parties shall work together to prepare agreed upon deed restrictions to be placed of record against the J Parcel. All costs associated with placement of the J Parcel in the VCP Program and securing a concurrent MSD designation for the J Parcel and the Bowtie Parcel (provided any additional costs therefor are minimal) shall be allocated as set forth in Section 5.2.2 below.

5.1.2 Exide shall undertake and complete the Remediation of any contamination identified at the J Parcel required to achieve a clean up level of 250 parts per million for lead in soils and otherwise meet risk-based residential cleanup standards established by the TCEQ ("Required Remediation"). Exide shall be responsible for the characterization and management of any wastes or contaminated media generated in connection with J Parcel investigation and remediation activities.

5.1.3 Exide shall provide the Frisco Parties with drafts of any documents, written communications or other information Exide plans to submit to the TCEQ relating to the VCP Application or the clean-up of the J Parcel under the VCP Program prior to the submittal thereof and afford the Frisco Parties a reasonable opportunity to review and comment on such drafts. Exide shall consider in good faith any comments made by the Frisco Parties or their consultant and discuss with them any disagreement prior to submittal of a document on which there is a disagreement. Exide shall provide the Frisco Parties reasonable advance notice of and afford the Frisco Parties and their consultant the right to participate in any meetings or substantive telephone conversations with TCEQ concerning the VCP Application or the clean-up of the J Parcel under the VCP Program.

## 5.2 Reimbursement by City.

5.2.1 Subject to Section 5.2.2 below, Frisco Parties shall reimburse Exide for all costs associated with the placement of J Parcel and, if applicable pursuant to Section 7.1 the Lake Parcel, in the VCP program and the remediation of the J Parcel in accordance therewith, including costs associated in connection of a new cell for the Class 2 Landfill on the Bowtie Parcel, if needed. Such reimbursement shall be made from the Remediation Funds Escrow Account on a monthly basis through the submission by Exide to Frisco Parties and Escrow Agent of statements for reimbursement (each a "Reimbursement Request"), including reasonable detail and back-up material, invoices, etc. Frisco Parties shall have ten (10) Business Days after receipt of a Reimbursement Request to advise Exide and Escrow Agent of any need for additional information or any objection to matters contained within or covered by such Reimbursement Request (collectively, an "Objection"), failing which the Frisco Parties shall have consented to the amounts covered by such Reimbursement Request and Escrow Agent shall pay the amount shown on the Reimbursement Request on the first business day that is thirty (30) days from its date of receipt. If the Frisco Parties timely notify Exide and Escrow Agent of an Objection to matters within the Reimbursement Request, Escrow Agent shall withhold the payment of amounts relating to such Objection, but shall remit to Exide all other amounts within any Reimbursement Request. The Frisco Parties and Exide agree to attempt to resolve any Objection within ten (10) Business Days after notification thereof through good faith communications and the provision of additional documentation. In the event the Objection has not been resolved with such ten (10) business day period, the Parties shall submit such Objection to the representatives of Exide and the Frisco Parties for the VCP Program for resolution. If the representatives cannot resolve the Objection within ten (10) Business Days after such submittal by Exide and the Frisco Parties, either party may submit the Objection to mediation in accordance with the provisions therefor contained in the Texas Practice and Remedies Code; which shall be a prerequisite to the pursuit of litigation as a matter of last resort in the resolution of an Objection.

5.2.2 If during the course of the Remediation of the J Parcel and the Lake Parcel, Exide in good faith determines that it will incur costs in excess of \$1,000,000, it shall notify the Frisco Parties in writing of its estimate of additional costs. Subject to the Frisco Parties's consent, following a good faith evaluation of Exide's estimate, the Frisco Parties shall then deposit such additional amount in the Remediation Funds Escrow Account; provided that any such additional deposits shall in no event exceed \$500,000 in the aggregate. If the costs of conducting the Remediation of the J Parcel and the Lake Parcel exceed \$1,500,000, the Frisco Parties pay for one half of any such additional costs and Exide shall pay for one half of any such additional costs.

5.3 Frisco Parties Environmental Consultant. Frisco Parties may designate an environmental consultant to assist it with matters relating to the VCP Program. Frisco Parties shall pay the costs for any such consultant. If and as the Frisco Parties requests, Exide shall provide the Frisco Parties and their consultant with weekly progress reports concerning the status and anticipated schedule of activities under the VCP Program and the clean-up of the J Parcel under the VCP Program. In addition, Exide shall regularly consult with the Frisco Parties and their consultant in connection with the development of plans for remediation and preparation of any reports or substantive communications to be submitted or made to the TCEQ.

5.4 Exide's Representative for VCP Purposes. For purposes of communications relating to VCP activities involving the J Parcel, Exide's representative shall be:

Mr. Matthew A. Love  
Exide Technologies  
P.O. Box 14294  
Reading, PA 19612-4294  
Email: matt.love@exide.com

Exide may change such representative in its sole and absolute discretion from time to time upon written notice to the City.

5.5 The Frisco Parties' Representative for VCP Purposes. For purposes of communications relating to VCP activities involving the J Parcel, the Frisco Parties' representative shall be:

Ron Patterson  
City of Frisco  
6101 Frisco Square Blvd., 5th Floor  
Frisco, Texas 75034  
Email: rpatterson@friscotexas.gov

The Frisco Parties may change such representative in its sole and absolute discretion from time to time upon written notice to Exide.

ARTICLE 6  
ALLOCATION OF LIABILITIES

6.1 Liability for Disposal Areas on Bowtie Parcel. Exide shall retain its existing liability for claims and damages associated with industrial wastes on the Bowtie Parcel, including all disposal areas and the Exide Class 2 Landfill associated with the operations of Exide and the remediation of J Parcel (collectively, the "Exide Waste"). The City shall retain its existing liability for claims and damages and possibly maintenance obligations, including monitoring, associated with wastes deposited by or on behalf of the City in the closed on-site disposal areas within the boundaries of the Bowtie Parcel. For liabilities attributable to disposal areas containing a mixture of the City's waste and Exide Waste, liability shall be shared and apportioned between Exide and the City using the same principles that would apply to apportionment of liability for a two-party potentially responsible party ("PRP") group. However, it is hereby agreed that title to all materials removed from the J Parcel in connection with the Remediation of the J Parcel shall remain Exide's. To the extent possible, the parties shall work together to survey the disposal area that contains the mixture of the City's waste and Exide Waste.

6.2 Environmental Insurance. An Environmental Insurance Policy covering the EDC Tract and the CDC Tract for a period of ten (10) years shall be obtained by and at the sole cost and expense of the EDC and CDC on or before the Closing Date. The policy shall name the EDC and CDC as the named insured and Exide as the additional insured or, to the extent such coverage is available, additional named insured. Any deductible or self-insured retention shall be the sole cost and expense of the Frisco Parties. The EDC and the CDC shall be jointly responsible for a maximum premium cost of \$250,000. The Parties will cooperate with each other in pursuing any claims under the Environmental Insurance Policy. If the EDC and CDC decide to replace or renew the Environmental Insurance Policy, at the request and sole expense of Exide for any additional cost to be named as an additional insured, Exide will be included as an additional named insured.

ARTICLE 7  
ADDITIONAL PROVISIONS REGARDING BOWTIE PARCEL

7.1 Lake Parcel. In consideration for payment of the CDC Purchase Price, Exide shall also convey to CDC that portion of the Bowtie Parcel more particularly described in Exhibit I-1 attached hereto and made a part hereof (the "Lake Parcel") and further agree that no adjustment to the Total Purchase Price shall be required in the event that the closing on the Lake Parcel does not occur. The closing of the conveyance of the Lake Parcel to CDC shall be on the same terms and conditions applicable to the sale of the CDC Tract, including, without limitation, the provisions set forth in Article 4 herein, except that the closing for the Lake Parcel shall be delayed until the following events occur: (i) Closing on the J Parcel has occurred; (ii) the Lake Parcel is no longer included within the boundaries of the RCRA permit for the Bowtie Parcel, (iii) CDC has completed a diligence review of the Lake Parcel to its satisfaction; and (iv) prior to

2020, CDC delivers written notice to Exide of the date of the closing on the Lake Parcel, on which date Exide shall convey the Lake Parcel to the CDC. CDC shall have the right to conduct additional diligence of the Lake Parcel, including the right upon reasonable advance written notice to Exide to enter upon the Lake Parcel and conduct such tests as CDC deems necessary; provided CDC, to the extent allowed by law, shall indemnify and hold harmless Exide from all damages occasioned to the Lake Parcel and all claims, actions or causes of action or which might occur by virtue of CDC's entry upon or testing of the Lake Parcel.

7.2 Pond Parcel. In consideration for payment of the CDC Purchase Price, Exide shall also convey to CDC that portion of the Bowtie Parcel more particularly described in Exhibit I-2 attached hereto and made a part hereof (the "Pond Parcel") and further agree that no adjustment to the Total Purchase Price shall be required in the event that the closing on the Pond Parcel does not occur. Except as provided in this Section 7.2, the closing of the conveyance of the Pond Parcel to CDC shall be on the same terms and conditions applicable to the sale of the CDC Tract, including, without limitation, the provisions set forth in Article 4 herein, except that the closing for the Pond Parcel shall be delayed until the following events occur: (i) Closing on the J Parcel has occurred; (ii) Exide has ceased use of the pond located on the Pond Parcel; (iii) CDC has completed a diligence review of the Pond Parcel to its satisfaction; and (iv) prior to 2020, CDC delivers written notice to Exide of the date of the closing on the Pond Parcel, on which date Exide shall convey the Pond Parcel to the CDC. The Parties agree that the cost sharing provisions of Section 5.2.2 do not apply to Pond Parcel and that, instead, Exide shall be responsible for the cost of cleanup of the Pond Parcel to industrial remediation standards acceptable under TRRP, and the CDC shall be responsible for any cost of cleanup of the Pond Parcel beyond industrial remediation standards acceptable under TRRP that the CDC requests. CDC shall have the right to conduct additional diligence of the Pond Parcel, including the right upon reasonable advance written notice to Exide to enter upon the Pond Parcel and conduct such tests as CDC deems necessary; provided CDC, to the extent allowed by law, shall indemnify and hold harmless Exide from all damages occasioned to the Pond Parcel and all claims, actions or causes of action or which might occur by virtue of CDC's entry upon or testing of the Pond Parcel.

7.3 Enhanced Demolition and Remediation. The City shall have the right to request in writing that Exide, at the sole cost and expense of the City, (i) remove the facilities or structures that go beyond the scope of the Demolition Activities or (ii) conduct remediation to achieve clean up levels lower than the levels required for an industrial clean up under TRRP. Exide will review any such request in good faith with the intent of agreeing to such request unless it creates an increased environmental liability risk to the Bowtie Parcel or adversely affects the use or closure of the Bowtie Parcel. If Exide determines that the activity requested will not increase environmental liability risk to the Bowtie Parcel or have an adverse effect on the use or closure of the Bowtie Parcel, Exide shall conduct such activities in accordance with terms to be agreed upon by Exide and the City. Exide shall notify the City of its determination within forty five (45) days from receipt of the City's written request.

7.4 Right of First Refusal. The following right of first refusal shall become effective only upon the first date on which both of the following have occurred (the "ROFR Effective Date"): (a) the earlier of (i) the satisfaction and discharge of all of the outstanding 8 5/8% Senior Secured Notes due 2018 (the "Notes") pursuant to the terms and conditions of the Indenture,

dated as of January 25, 2011, by and between the Exide and Wells Fargo Bank, National Association or (ii) the repayment of such Notes in full at maturity and (b) the earlier of (i) the termination of, and repayment in full of all obligations under, the Credit Agreement, dated as of January 25, 2011 (the "Credit Agreement"), by and among Exide Technologies, Exide Global Holding Netherlands C.V., various financial institutions named therein, and Wells Fargo Capital Finance, LLC, as administrative agent or (ii) the amendment, restatement or replacement of such Credit Agreement such that this right of first refusal is permitted thereunder. During the five (5) year period following the ROFR Effective Date, if a bona fide offer is received from a third-party prospective buyer for all or a portion of the Bowtie Parcel, then Exide shall notify the City in writing and offer the Bowtie Parcel to the City at the price and upon the same or better terms as named by the prospective buyer. City shall have thirty (30) days from receipt of such notice or until the City's next regularly scheduled City Council meeting, whichever is longer, to consider this offer, and if the City accepts, City shall have one hundred and twenty (120) days to close. If the City does not exercise this right, Exide shall then have the right to sell all or any portion of the Bowtie Parcel to such third party prospective buyer on the same terms and conditions as contained in the bona fide offer delivered to the City. The City may shorten or eliminate any applicable time periods in this paragraph by waiving or declining in writing to exercise the City's right of first refusal. The City shall have the right to assign its right of first refusal to the EDC and/or the CDC. Exide further agrees to consider in good faith any offer by the Frisco Parties, from time to time, to purchase all or a portion of the Bowtie Parcel.

7.5 Lease of Exide Buildings. The City will have the option to lease the buildings not removed on the Bowtie Parcel and the balance of the Bowtie Parcel on such terms and conditions as the Parties may mutually agree.

7.6 Bowtie Parcel Maintenance. Parties shall in good faith continue to discuss the City's assumption of site maintenance and monitoring activities, including stormwater collection, of the Bowtie Parcel following the Closing Date.

7.7 Use Restrictions. After the Closing Date, Exide agrees that it shall not conduct future battery manufacturing and/or lead processing activities on the Bowtie Parcel. City and Exide agree that the current business being operated by Exide on the Exide Property is a secondary lead smelting facility that is properly classified as a Miscellaneous Hazardous Industrial Use and not a Recycling Center under the City's ordinances, including its Zoning Ordinance. The Parties agree that another Miscellaneous Hazardous Industrial Use may not be established on the Exide Property without the issuance of a specific use permit from the City Council. In the event this Agreement is terminated by any Party, the Parties agree that this paragraph may not be used by any Party for any reason or purpose in any administrative hearing or litigation between any of the Parties related to the zoning of the Exide Property.

7.8 Release of Use Restrictions on Adjoining Parcels. If requested by the Frisco Parties, Exide agrees to work with the Frisco Parties to release any use restrictions placed by Exide or its predecessors on any properties in the vicinity of the Exide Property (but not the Exide Property itself) previously owned by Exide or its predecessors.

**ARTICLE 8**  
**REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF EXIDE**

Exide hereby represents and warrants to, and covenants and agrees with, the Frisco Parties as follows, which representations, warranties, covenants and agreements shall be deemed (except as provided below) to be made by Exide to the Frisco Parties as of the Effective Date and as of the Closing Date:

8.1 To Exide's actual knowledge, other than actions by the City being settled by this Agreement, there is no actual or pending action, suit, claim, litigation, or proceeding by any entity, individual or Governmental Authority affecting Exide or the J Parcel which would in any way constitute a lien, claim, encumbrance or obligation of any kind against the J Parcel.

8.2 To Exide's actual knowledge, the execution of this Agreement, the consummation of the transactions herein contemplated, and the performance and observance of the obligations of Exide hereunder, and under any and all other agreements and instruments related hereto to which Exide is a party, will not conflict with or result in the breach of any Governmental Requirement or of any agreement or instrument to which Exide is now a party or to which Exide or the J Parcel is subject, or constitute a default thereunder, and such execution does not require Exide to obtain any consents or approvals from, or the taking of any other actions with respect to, any third parties.

8.3 Exide has all requisite power and authority to enter into and perform this Agreement. The execution of this Agreement, the consummation of the transactions herein contemplated, and the performance or observance of the obligations of Exide hereunder, and under any and all other related agreements to which Exide is a party, have been duly authorized by all requisite action and are enforceable against Exide in accordance with their respective terms. The individual executing this Agreement on behalf of Exide is authorized to act for and on behalf of and to bind Exide in connection with this Agreement and in so doing to bind Exide to all of the terms and provisions hereof.

8.4 Exide has good and indefeasible title in fee simple to the J Parcel subject only to the Permitted Exceptions as shown on a title commitment. There are no existing or outstanding liens affecting J Parcel other than the Existing Liens, and no event of default exists under the Existing Liens. To Exide's actual knowledge, there are no outstanding mineral interests, royalty interests, or oil, gas or mineral leases affecting the J Parcel, other than as set forth in the 2010 Title Policy.

8.5 To Exide's actual knowledge, there are no outstanding mechanic's and materialmen's liens or claims of creditors against the J Parcel other than the Existing Liens.

8.6 No petition in bankruptcy (voluntary or to Exide's knowledge involuntary), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other similar action under Federal or state bankruptcy or insolvency law is pending against or contemplated by Exide.

8.7 Other than the Existing Liens, Exide will not lease, transfer, mortgage, pledge, or convey its interest in the J Parcel or any portion thereof nor any right therein, nor shall Exide



enter into, or negotiate for the purpose of entering into, any agreement or amendment to agreement granting to any person or entity any right with respect to the J Parcel or any part thereof.

**ARTICLE 9**  
**REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CITY**

The City hereby warrants and represents to Exide as follows:

9.1 The City is a municipal government duly existing under the laws of the State of Texas and has full power to execute, deliver and perform this Agreement.

9.2 The execution of this Agreement, the consummation of the transactions contemplated herein, and the performance or observance of the obligations of the City hereunder have been duly authorized by requisite action and are enforceable against the City in accordance with their respective terms. The individuals executing this Agreement on behalf of the City are authorized to act for and on behalf of and to bind the City in connection with this Agreement.

9.3 To the City's actual knowledge, the execution of this Agreement, the consummation of the transactions herein contemplated on the part of the City, and the performance and observance of the obligations of the City hereunder and under any and all other related agreements to which the City is a party will not conflict with or result in the breach of any Governmental Requirement or of any agreement or instrument to which the City is now a party or is subject, or constitute a default thereunder, and such execution does not require the City to obtain any consents or approvals from, or the taking of any other actions with respect to, any third parties.

**ARTICLE 10**  
**REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE EDC AND CDC**

10.1 The EDC and the CDC are non-profit corporation duly existing under the laws of the State of Texas and have full power to execute, deliver and perform this Agreement. The execution of this Agreement, the consummation of the transactions contemplated herein, and the performance or observance of the obligations of the EDC and the CDC hereunder have been duly authorized by requisite action and are enforceable against the EDC and CDC in accordance with their respective terms. The individuals executing this Agreement on behalf of the EDC and the CDC are authorized to act for and on behalf of and to bind the EDC and the CDC in connection with this Agreement.

10.2 To the EDC and the CDC's actual knowledge, the execution of this Agreement, the consummation of the transactions herein contemplated on the part of the EDC and the CDC, and the performance and observance of the obligations of the EDC and the CDC hereunder and under any and all other related agreements to which the EDC and CDC are parties will not conflict with or result in the breach of any Governmental Requirement or of any agreement or instrument to which any of the EDC and the CDC are now a party or are subject, or constitute a default thereunder, and such execution does not require the EDC or the CDC to obtain any consents or approvals from, or the taking of any other actions with respect to, any third parties.

**ARTICLE 11**  
**CONDITIONS PRECEDENT TO OBLIGATIONS**

11.1 Conditions Precedent to the EDC and CDC's Obligation to Close. Notwithstanding anything to the contrary herein, satisfaction of the provisions of this Section 11.1 shall be further express conditions precedent to the obligations of the EDC and CDC to close the transactions contemplated hereby.

11.1.1 Representations True. All of Exide's representations and warranties made in this Agreement shall be true and correct in all material respects on and as of the Closing Date, as if made on and as of the Closing Date, except to the extent that they expressly relate to an earlier date.

11.1.2 Issuance of the VCP Certificate of Completion. The TCEQ shall have issued a Certificate of Completion under the VCP Program for the J Parcel.

11.2 Conditions Precedent to Exide's Obligation to Close. Notwithstanding anything to the contrary herein, satisfaction of the provisions of this Section 11.2 shall be further express conditions precedent to the obligations of Exide to close the transaction contemplated hereby.

11.2.1 Representations True. All of the Frisco Parties' and Exide's representations and warranties made in this Agreement shall be true and correct in all material respects on and as of the Closing Date, as if made on and as of the Closing Date, except to the extent that they expressly relate to an earlier date.

11.2.2 Issuance of the VCP Certificate of Completion. The TCEQ shall have issued a Certificate of Completion under the VCP Program for the J Parcel.

11.2.3 Availability of Funds. The Purchase Price Escrow Account shall be funded with an amount equal to or exceeding the Total Purchase Price in readily available funds.

11.3 Approval of Respective Boards of Directors. The obligations of Exide, EDC and CDC under this Agreement are conditioned upon receipt of the approval of respective boards of directors and any local governmental authorities whose approval may be required, which must be obtained before the Effective Date. Notwithstanding any provision to the contrary contained in this Agreement, the CDC shall have no liability or obligation under this Agreement until the notice period required by Section 505.160 of the Texas Local Government Code, as amended ("Section 505.160") has expired and (i) the City has not received a petition that meets the requirements of Section 505.160, or (ii) if a valid petition is received and an election has been held, the voters of the City have approved, as required by Section 505.160, the proposed acquisition of the CDC Tract as set forth in the published notice under Section 505.160. Within ten (10) Business Days after the Effective Date, CDC shall publish said notice required under Section 505.160.

ARTICLE 12  
ITEMS DELIVERED INTO ESCROW; J PARCEL CLOSING; RELEASE OF J PARCEL  
ESCROW

12.1 Closing Date. Provided that the conditions precedent set forth in Article 11 hereof are satisfied, the closing of the sale of the J Parcel shall occur on the date that is ten (10) Business Days following issuance of the Certificate of Completion (the "Closing Date"). The Parties may agree in writing to change the Closing Date. The Closing shall occur during regular business hours in the offices of the Title Company, or such other location as may be mutually agreed to by the City and the Frisco Parties. For the purposes of this Agreement, the actual consummation and closing of the purchase and sale contemplated by this Agreement is herein referred to sometimes as the "Closing."

12.2 Deliveries By or on Behalf of Exide. On the Closing Date the following deliveries shall occur by or on behalf of Exide (all of which shall be duly executed, witnessed, and notarized, where appropriate, and, where appropriate, be in recordable form):

- (1) The Deeds, which shall be released by the Escrow Agent to EDC and CDC.
- (2) Two originals of a non-foreign person affidavit containing the information required by Internal Revenue Code Section 1445 and regulations issued thereunder (the "Non-Foreign Person Affidavit"), which shall be released by the Escrow Agent to EDC and CDC.
- (3) Such other documents, instruments and certificates as are contemplated herein to effect and complete the Closing, including, without limitation, a closing statement, title affidavit and such other ordinary and customary instruments as may be requested by the Title Company from Exide.
- (4) Executed counterparts of the resolutions of Exide evidencing and confirming the power and authority of Exide to close the transaction contemplated herein, substantially in the form attached as Exhibit J hereto and made a part hereof (the "Exide Resolutions"), which shall be released by the Escrow Agent to EDC and CDC.
- (5) An unconditional release of the Existing Liens in form acceptable to the Title Company to cause removal of the Existing Liens from a title policy (which release shall be duly executed, witnessed and notarized where appropriate and, where appropriate, be in recordable form, but shall not be dated), which release Exide shall cause to be delivered to the Escrow Agent.

12.3 Deliveries By or on Behalf of EDC or CDC. On the Closing Date, the following deliveries shall occur by or on behalf of the Frisco Parties (all of which shall be duly executed, witnessed, and notarized, where appropriate, and, where appropriate, be in recordable form):

- (1) The Total Purchase Price less the amount of any payments of the Earnest Money Funds to Exide prior to the Closing Date from the Earnest Money Escrow Account, which shall be released by the Escrow Agent to Exide.
- (2) Executed counterparts of the resolutions or orders of the EDC and CDC or any other documents which Exide shall reasonably request to evidence and confirm the power and authority of the EDC and CDC to enter into this Agreement and to close the transaction contemplated herein (collective, the "Purchasers' Resolutions"), which shall be released by the Escrow Agent to Exide.
- (3) Such other documents, instruments and certificates as are contemplated herein to effect and complete the Closing, including, without limitation, such ordinary and customary instruments as may be requested by the Title Company from the Frisco Parties.
- (4) Evidence that the EDC and CDC have obtained and paid the premium for the Environmental Insurance Policy and that such policy satisfies the requirements of this Agreement.

12.4 Closing Costs and Attorneys' Fees. Frisco Parties shall pay all costs of Closing the transactions provided for herein, including, without limitation, the costs of preparing and recording the Deeds and other documents of conveyance; the cost of examining and insuring title to the J Parcel as provided for herein (including the cost of the premium of the Owner's Policy of Title Insurance and all endorsements thereto); the cost of the Survey; all bond issuance costs; the cost of the Frisco Parties' attorneys' fees; and any other costs incurred by the Frisco Parties in connection with the transactions set forth in this Agreement. Exide shall pay all costs associated with the release of the Existing Liens and shall pay the cost of Exide's attorney fees and any other costs incurred by Exide in connection with the performance of the terms of this Agreement.

12.5 Prorations. All ad valorem real estate taxes with respect to the J Parcel (the "Taxes") for the calendar years prior to 2012 will be paid by Exide. At Closing, all Taxes for the then current year shall be calculated as of the Closing Date and the Frisco Parties' share shall be collected by Title Company at the Closing and remitted to the appropriate taxing jurisdictions in accordance with Section 26.11 of the Texas Property Tax Code. The Frisco Parties shall be responsible for and hereby agree to pay any rollback taxes assessed against their respective portions of the J Parcel in the event such parcel or a portion thereof loses its agricultural exemption. The Frisco Parties do not hereby waive any exemption or other exception they, or the EDC Tract of the CDC Tract, may have from rollback taxes pursuant to Texas Property Tax Code §23.55(f) or other applicable law.

### ARTICLE 13 REAL ESTATE COMMISSIONS

The City and Exide mutually represent and warrant to each other that it dealt with no real estate brokers in the transactions contemplated by this Agreement, and that no brokerage fees, commissions, or other remuneration of any kind are due in connection herewith.

**ARTICLE 14**

**NOTICES**

For the purposes of all notices and communications between the parties, the addresses of Exide and the City shall be as follows:

If to Exide, to:       Exide Technologies  
                          13000 Deerfield Parkway, Building 200  
                          Milton, Georgia 30004  
                          Attention: General Counsel  
                          Telephone: (678) 566-9000  
                          Facsimile: (678) 566-9342

and

Exide Technologies  
13000 Deerfield Parkway, Building 200  
Milton, Georgia 30004  
Attention: President, Americas  
Telephone: (678) 566-9000

With copy to:       Baker Botts L.L.P.  
                          98 San Jacinto Blvd., Suite 1500  
                          Austin, Texas 78701  
                          Attention: Aileen M. Hooks  
                          Telephone: (512) 322-2616  
                          Facsimile: (512) 322-8314

If to the City, to:   City of Frisco  
                          City Hall  
                          6101 Frisco Square, Fifth Floor  
                          Frisco, TX 75034  
                          Attention: George Purefoy  
                          Telephone: (972) 292-5105  
                          Facsimile: (972) 292-5122

With a copy to:     Abernathy, Roeder, Boyd & Joplin, P.C.  
                          1700 Redbud Blvd., Suite 300  
                          McKinney, TX 75069  
                          Attention: Richard Abernathy  
                          Telephone: (214) 544-4000  
                          Facsimile: (214) 544-4040

Provided that any party may change its address for notice by giving to the other party written notice of such change as provided herein. Any notice, request, demand or other communication given under this Article shall be in writing, shall be given by U.S. certified or registered mail, postage prepaid, return receipt requested, by overnight courier service or by facsimile and shall be effective upon the earlier of (i) personal delivery to the party to receive such notice, request, demand or communication, (ii) receipt at the address for notice as provided for herein for the party to receive such notice, request, demand or communication, or (iii) as to U.S. certified or registered mail, the expiration of seventy-two (72) hours from and after the date such notice, request, demand or other communication was sent in accordance herewith.

#### ARTICLE 15 DEFAULTS AND REMEDIES

15.1 Except as set forth in Sections 15.2 and 15.3 below, the Parties expressly agree that the failure of any Party to perform its obligations under this Agreement shall entitle the other Party to seek and obtain, as its sole and exclusive remedy against a non-performing Party for breach of this Agreement, specific performance of all such non-performed obligations.

15.2 In the event that the Frisco Parties default in their obligation to deliver the Total Purchase Price to the Escrow Agent by the Fund Delivery Deadline, Exide shall have as its sole and exclusive remedies for breach of such obligation (a) (i) the right to receive fifty percent (50%) of the Earnest Money Funds as provided in Section 2.10, which amount shall be credited against the Total Purchase Price if the Closing occurs due to exercise of Exide's right to specific performance or otherwise and (ii) to seek and obtain specific performance of such obligation; or (b) (i) notwithstanding the existence of a Funding Challenge, on or after February 15, 2013, the right to receive fifty percent (50%) of the Earnest Money Funds as provided in Section 2.10 and to retain such monies as damages and to (ii) terminate this Agreement in accordance with the provisions of Section 16.1.

15.3 In the event that Exide defaults in its obligation to provide an unconditional release of the Existing Liens on the Closing Date as required by Section 12.2(5), the Frisco Parties shall have as their sole and exclusive remedies for breach of such obligation (a) the right to seek and obtain specific performance of such obligation; or (b) the right to terminate this Agreement in accordance with the provisions of Section 16.2, receive from the Escrow Agent undisbursed funds remaining in the escrow accounts established pursuant Section 2.4, and to receive from Exide reimbursement of the following amounts: (i) all Earnest Money Funds disbursed to Exide from the Earnest Money Funds Escrow Account, (ii) all Remediation Funds disbursed to Exide from the Remediation Fund Escrow Account; and (iii) any additional payments for Remediation of the J Parcel made to Exide by the Frisco Parties pursuant to Section 5.2.2.

#### ARTICLE 16 TERMINATION RIGHT; FORCE MAJEURE

16.1 Termination Right of Exide. If the Total Purchase Price is not received by the Escrow Agent on or before the Fund Delivery Deadline, and for so long thereafter as the full amount of the Total Purchase Price has not been received by the Escrow Agent, Exide shall have

the right to terminate all of its obligations under this Agreement, including its obligation to sell the J Parcel, upon ten (10) Business Days prior written notice to the Frisco Parties, and if the Total Purchase Price is not received by the Escrow Agent on or before the termination date in the notice this Agreement shall be null and void, except for the last sentence of Section 7.7 and Exide's right to retain fifty percent (50%) of the Earnest Money Funds under Section 15.2(b).

16.2 Termination Rights of Frisco Parties. If the Deeds have not been received by the Escrow Agent on or before the Deed Delivery Deadline and for so long thereafter as the Deeds have not been received by the Escrow Agent, the Frisco Parties shall have the right to terminate all of their obligations under this Agreement upon ten (10) Business Days prior written notice to Exide and if the Deeds are not received by the Escrow Agent on or before the termination date in the written notice, this Agreement shall be null and void, except for the last sentence of Section 7.7. If Exide defaults in its obligation to provide an unconditional release of the Existing Liens on the Closing Date as required by Section 12.2(5) and such default is not cured within the 180-day period following the Closing Date, the Frisco Parties shall have the right to terminate all of their obligations under this Agreement upon ten (10) Business Days prior written notice to Exide and if an unconditional release of the Existing Liens is not received by the Escrow Agent on or before the termination date in the written notice, this Agreement shall be null and void, except for the last sentence of Section 7.7 and the Frisco Parties' right to reimbursement under Section 15.3(b). A termination notice by the Frisco Parties given pursuant to this Section 16.2 must be signed by all of the Frisco Parties to be effective.

16.3 Force Majeure. No Party shall be responsible for any delay or failure in performance, or for any loss, damage, costs, charges and expenses incurred or suffered by another Party by reason thereof, if and to the extent such delay or failure by a Party results from the occurrence of an event beyond the reasonable control of such Party and without the fault or negligence of such Party, as a result of unusually severe weather, labor disputes, civil commotion, hostilities, sabotage, unanticipated changes in governmental regulations, inability to obtain regulatory approvals, fire or other casualty, failure of suppliers or creditors, and acts of God ("Force Majeure"); provided that the obligations of the EDC and CDC to deposit the Total Purchase Price into the Purchase Price Escrow Account on or before the Fund Delivery Date shall not be affected by an event of Force Majeure, except where there has been a Funding Challenge. If a Party is unable to perform as a result of an event of Force Majeure gives prompt written notice and full particulars of such event of Force Majeure to the other Parties, the performance of the notifying Party of its obligations under this Agreement shall be suspended during the continuance of the Force Majeure event.

16.4 Effect of a Funding Challenge. The initiation of a Funding Challenge shall be treated as an event of Force Majeure. For the avoidance of doubt, a Funding Challenge suspends Exide's obligations pursuant to Sections 2.6, 2.7, 2.8 and 2.9, Article 5 and Sections 7.4, 7.5 and 7.6.

**ARTICLE 17**  
**MISCELLANEOUS**

**17.1 Cooperation; Further Documents.**

17.1.1 Exide and the Frisco Parties each agree to use its best efforts to take or cause to be taken all action, and to do or cause to be done all things necessary, proper or advisable under applicable Governmental Requirements, regulations or otherwise, to consummate and to make effective the transactions and other activities contemplated by this Agreement, including, without limitation, the timely performance of all actions and things contemplated by this Agreement to be taken or done by each party.

17.1.2 Each party shall use its best efforts to cooperate with the other party in such other party's discharge of its obligations hereunder, which shall include making reasonably available to the other party, such of its personnel as have relevant information with respect to such matters.

17.2 No Partnership. This Agreement is not intended and shall not be construed to create any association, trust, partnership, joint venture, agency or any other relationship between any of the Parties to this Agreement.

17.3 Savings Clause. Should any provision of this Agreement be held unenforceable or invalid under the laws of the United States of America or the State of Texas, or under any other applicable laws of any other jurisdiction, then the parties hereto agree that such provision shall be deemed modified for purposes of performance of this Agreement in such jurisdiction to the extent necessary to render it lawful and enforceable, or if such a modification is not possible without materially altering the intention of the parties hereto, then such provision shall be severed herefrom for purposes of performance of this Agreement in such jurisdiction. The validity of the remaining provisions of this Agreement shall not be affected by any such modification or severance, except that if any severance materially alters the intentions of the parties hereto as expressed herein (a modification being permitted only if there is no material alteration), then the parties hereto shall use best efforts to agree to appropriate equitable amendments to this Agreement in light of such severance.

17.4 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas.

17.5 Venue. The parties hereto agree that the performance of this Agreement is in Collin County, Texas. The venue for any litigation regarding the Exide Property, this Agreement, or the J Parcel shall be brought in a state or federal district court in Collin County, Texas.

17.6 No Waiver By Conduct. The failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by the other parties with its obligations hereunder shall not constitute a waiver of such party's rights to demand exact compliance with the terms hereof.



17.7 Entire Agreement. This Agreement, including the exhibits, annexes and schedules attached hereto, constitutes the entire agreement and understanding between Exide and the Frisco Parties relating to the matters addressed herein, and supersedes all prior and contemporaneous agreements and undertakings of the parties in connection herewith. No statements, agreements, covenants, understandings, representations, warranties or conditions not expressed in this Agreement shall be binding upon the parties hereto, or shall be effective to interpret, change, or restrict provisions of this Agreement, unless such is in writing, signed by both parties hereto and by reference made a part hereof. This Agreement may not be modified or amended except by a subsequent agreement in writing signed by Exide and the Frisco Parties.

17.8 Assignment. Neither the Frisco Parties nor Exide shall assign, transfer, or mortgage its respective interest in this Agreement.

17.9 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

17.10 Binding Effect. Subject to the restrictions set forth in Section 17.8, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

17.11 Time. Time is of the essence with respect to this Agreement, and the respective time periods set forth herein.

17.12 Captions. The captions in this Agreement are inserted for convenience and reference only, and shall in no way affect, define, limit or describe the scope, intent or construction of any provision hereof.

17.13 Pronouns. Pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character, and the singular shall include the plural wherever and as often as may be appropriate.

17.14 Construction of Agreement. The terms and provisions of this Agreement represent the results of negotiations between Exide and the Frisco Parties, each of which has been represented by counsel of its own choosing, and neither of which has acted under duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and Exide and the Frisco Parties hereby waive the application in connection with the interpretation and construction of this Agreement of any rule of law to the effect that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the party whose attorney prepared the executed draft or any earlier draft of this Agreement.

17.15 Survival. All provisions of this Agreement shall survive the Closings of the EDC Tract and the CDC Tract and shall not be deemed merged into the provisions of any documents relating to such Closings.

17.16 Third Party Beneficiaries. Except as expressly set forth herein, nothing in this Agreement is intended or shall operate to create any rights of any nature in favor of any person, association or entity that is not a party to this Agreement.

17.17 Recordation. Neither Exide nor the Frisco Parties shall record this Agreement or any memorandum regarding same or any "short form" version hereof in any public records without the prior written consent of the other.

17.18 Sovereign Immunity. To the extent permitted by law, the Frisco Parties hereby waive any immunity to suit for breach of contract or suit to enforce the rights of Exide hereunder, but does not waive any other immunity, or any other protection afforded to it under the laws of the State of Texas or the United States. Any provision that may be construed to waive any such right shall be deemed void.

17.19 Ownership of Claims. The Parties state that they are the sole holders of any Claims that have or could have been alleged against the other regarding the Claims that have been released in this Agreement. The Parties agree that such claims have not been assigned, encumbered, pledged, or otherwise in any manner whatsoever sold or transferred, either by written instrument or otherwise, to any other person or entity.

*[Signatures on Next Page]*

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective as of the Effective Date.

EXIDE:

EXIDE TECHNOLOGIES doing business in Texas as EXIDE TECHNOLOGIES, INC.,  
a Delaware corporation

By: James R. Bolch  
Name: James R. Bolch  
Title: President and Chief Executive Officer

CITY:

THE CITY OF FRISCO, TEXAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EDC:

FRISCO ECONOMIC DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CDC:

FRISCO COMMUNITY DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective as of the Effective Date.

EXIDE:

EXIDE TECHNOLOGIES doing business in Texas as EXIDE TECHNOLOGIES, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY:

THE CITY OF FRISCO, TEXAS

By: George Purdy

Name: George Purdy

Title: City Manager

EDC:

FRISCO ECONOMIC DEVELOPMENT CORPORATION

By: James L. Bandy

Name: James L. Bandy

Title: President

CDC:

FRISCO COMMUNITY DEVELOPMENT CORPORATION

By: George Purdy

Name: George Purdy

Title: Operations Manager

## ANNEX A

### General Definitional Provisions

1. All terms defined in this Agreement shall have their defined meanings when used in each certificate, exhibit, schedule, annex or other instrument related thereto, unless in any case the context states or implies otherwise; and when required by the context, each term shall include the plural as well as the singular, and vice versa.
2. Definitions of each person or entity specifically defined herein, unless otherwise expressly provided to the contrary, include the successors, assigns, heirs and legal representatives of each such person or entity.
3. Unless the context otherwise requires or unless otherwise expressly provided, references to this Agreement shall include all amendments, modifications, supplements and restatements thereof or thereto, as applicable, and as in effect from time to time.

### Defined Terms

The terms defined in this Annex A shall, for all purposes of this Agreement, have the meanings herein specified.

"2010 Title Policy" shall mean policy number 27-49-10-FT0000023593 issued by Fidelity National Insurance Company on January 26, 2011.

"Access Easement" shall have the meaning ascribed to such term in Section 2.12 hereof.

"Agreement" shall have the meaning ascribed to such term in the initial paragraph hereof.

"Amortization Proceedings" shall have the meaning ascribed to such term in the Recitals.

"Bowtle Parcel" shall have the meaning ascribed to such term in the Recitals.

"Business Days" shall mean a day other than a Saturday, Sunday or legal holiday for commercial banking institutions in the State of Texas.

"CDC" shall have the meaning ascribed to such term in the initial paragraph hereof.

"CDC Purchase Price" shall have the meaning ascribed to such term in Section 2.2 hereof.

"CDC Tract" shall have the meaning ascribed to such term in the Recitals.

"CDC Tract Deed" shall have the meaning ascribed to such term in Section 2.4 hereof.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 *et seq.*, including the Superfund Amendments and Reauthorization Act, 42 U.S.C. § 11001 *et seq.*

"Certificate of Completion" shall mean a certificate of completion issued by the TCEQ pursuant to the VCP Program.

"City" shall have the meaning ascribed to such term in the initial paragraph hereof.

"City Council" shall have the meaning ascribed to such term in the Recitals.

"Claims" shall have the meaning ascribed to such term in Section 3.1 hereof.

"Closing" shall have the meaning ascribed to such term in Section 12.1 hereof.

"Closing Date" shall have the meaning ascribed to such term in Section 12.1 hereof.

"Conveyance Plat" shall have the meaning ascribed to such term in Section 2.13 hereof, a preliminary draft of which is included as Exhibit L hereto.

"CORE Data Form" shall mean the form published by the TCEQ to collect core data concerning businesses that the TCEQ regulates, as available on the TCEQ's website.

"Corridor Parcel" shall have the meaning ascribed to such term in Section 2.12 hereof.

"Credit Agreement" shall have the meaning ascribed to such term in Section 7.4 hereof.

"Deed Delivery Deadline" shall have the meaning ascribed to such term in Section 2.4 hereof.

"Deeds" shall have the meaning ascribed to such term in Section 2.4 hereof.

"Demolition Activities" shall have the meaning ascribed to such term in Section 2.7 hereof.

"Draw Request" shall have the meaning ascribed to such term in Section 2.10.2 hereof.

"Earnest Money Funds" shall have the meaning ascribed to such term in Section 2.4 hereof.

"Earnest Money Funds Escrow Account" shall have the meaning ascribed to such term in Section 2.4 hereof.

"EDC" shall have the meaning ascribed to such term in the initial paragraph hereof.

"EDC Purchase Price" shall have the meaning ascribed to such term in Section 2.1 hereof.

"EDC Tract" shall have the meaning ascribed to such term in the Recitals.

"EDC Tract Deed" shall have the meaning ascribed to such term in Section 2.4 hereof.

"Effective Date" shall have the meaning ascribed to such term in the initial paragraph hereof.

"Environmental Insurance Policy" shall mean a Pollution Legal Liability insurance policy with respect to the J Parcel, issued by an insurance company reasonably acceptable to Exide and the Frisco Parties, naming Exide as an additional named insured or to the extent additional named insured status is not available, additional insured, providing Ten Million Dollars (U.S.) (\$10,000,000) of insurance protection, having a ten (10) year term for which the premium is fully paid at the J Parcel Closing, having the coverages and deductible described in Exhibit K hereto and otherwise being in form, scope and coverage satisfactory to the Frisco Parties and Exide.

"Environmental Laws" shall mean all applicable federal, state, local or municipal laws, rules, regulations, statutes, ordinances or orders of any Governmental Authority in effect on the Effective Date or the Closing Date, relating to (a) the control of any pollutant, or protection of health or the air, water or land, (b) solid, gaseous or liquid waste generation, handling, treatment, storage, disposal, discharge, release, emission or transportation, (c) exposure to hazardous, toxic or other substances alleged to be harmful, or (d) the protection of any endangered or at-risk plant or animal life. "Environmental Laws" shall include, but not be limited to, the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, the Resource Conservation Recovery Act ("RCRA"), 42 U.S.C. § 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, the Endangered Species Act, 16 U.S.C. § 1531 *et seq.*, the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*, and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 *et seq.*, including the Superfund Amendments and Reauthorization Act, 42 U.S.C. § 11001 *et seq.* The term "Environmental Laws" shall also include all applicable state, local and municipal laws, rules, regulations, statutes, ordinances and orders dealing with the subject matter of the above listed federal statutes or promulgated by any governmental or quasi-governmental agency thereunder in order to carry out the purposes of any federal, state, local or municipal law in effect on the Effective Date or the Closing Date.

"Environmental Liabilities" shall mean any and all liabilities, responsibilities, claims, suits, losses, costs (including remedial, removal, response, abatement, clean-up, investigative and/or monitoring costs and any other related costs and expenses), other causes of action recognized now or at any later time, damages, settlements, expenses, charges, assessments, liens, penalties, fines, pre-judgment and post-judgment interest, attorneys' fees and other legal costs incurred or imposed (a) pursuant to any agreement, order, notice of responsibility, directive (including directives embodied in Environmental Laws), injunction, judgment or similar documents (including settlements) arising out of, in connection with, or under Environmental Laws, (b) pursuant to any claim by a Governmental Authority or any other person or entity for personal injury, property damage, damage to natural resources, remediation, or payment or reimbursement of response costs incurred or expended by such Governmental Authority, person or entity pursuant to common law or statute and related to the use or release of Hazardous Materials, or (c) as a result of J Parcel Environmental Conditions.

"Escrow Agent" shall mean American Escrow Company, located at 2626 Howell St., 10<sup>th</sup> Floor, Dallas, Texas 75204.

"Exide" shall have the meaning ascribed to such term in the initial paragraph hereof.

"Exide Class 2 Landfill" shall mean the active Class 2 non-hazardous waste landfill located on the Bowtie Parcel on the Effective Date.

"Exide Operations" shall have the meaning ascribed to such term in the Recitals.

"Exide Property" shall have the meaning ascribed to such term in the Recitals.

"Exide Representatives" shall mean Exide and any of its affiliates, or any of their respective officers, directors, employees, agents, representatives or attorneys.

"Exide Resolutions" shall have the meaning ascribed to such term in Section 12.2 hereof.

"Exide's Cessation of Operations" shall have the meaning ascribed to such term in Section 2.7 hereof.

"Exide Waste" shall have the meaning ascribed to such term in Section 6.1 hereof.

"Existing Liens" shall mean liens, security interests, or other encumbrances arising out of (a) that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of January 25, 2011, by Exide Technologies, as Grantor, to Stanley E. Keeton, as Trustee, for the benefit of Wells Fargo Bank, National Association, as Collateral Agent, as Beneficiary, recorded on January 26, 2011, as Instrument #20110126000102150 in the Official Public Records of Collin County, Texas, and (b) that certain Second Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of January 25, 2011, by Exide Technologies, as Grantor, to Stanley E. Keeton, as Trustee, for the benefit of Wells Fargo Capital Finance, as Agent, as Beneficiary, recorded on January 26, 2011, as Instrument #20110126000102160 in the Official Public Records of Collin County, Texas, in each case, as such instruments may be amended, restated, supplemented or otherwise modified from time to time, all of which shall be released prior to or at Closing.

"Force Majeure" shall have the meaning ascribed to such term in Section 16.3 hereof.

"Frisco Parties" shall have the meaning ascribed to such term in the initial paragraph hereof.

"Frisco Parties Representatives" shall mean the City, EDC and CDC and any of their respective affiliates, or any of their respective officers, directors, employees, agents, representatives or attorneys.

"Funding Challenge" shall have the meaning ascribed to such term in Section 2.7 hereof.

"Fund Delivery Deadline" shall have the meaning ascribed to such term in Section 2.4 hereof.

"Governmental Authority" shall mean any and all foreign, federal, state or local governments, governmental institutions, public authorities and governmental entities of any



nature whatsoever, and any subdivisions or instrumentalities thereof, including, but not limited to, departments, boards, bureaus, commissions, agencies, courts, administrations and panels, and any divisions or instrumentalities thereof.

"Governmental Requirements" shall mean any and all laws (including, but not limited to, applicable common laws), statutes, ordinances, codes, rules, regulations, orders, judgments, writs, or injunctions, promulgated, issued, passed or set forth by any Governmental Authority, including without limitation any Environmental Laws.

"Hazardous Materials" shall mean any (a) petroleum or petroleum products, (b) asbestos or asbestos containing materials, (c) hazardous substances as defined by § 101(14) of CERCLA, and (d) any other chemical, substance or waste that is regulated by any Governmental Authority under any Environmental Law.

"J Parcel" shall have the meaning ascribed to such term in the Recitals.

"J Parcel Environmental Conditions" shall mean any and all acts, omissions, events, circumstances, and conditions on or in connection with the J Parcel that constitute a violation of, require Remediation under, or otherwise give rise to liability under, any Environmental Laws.

"Lake Parcel" shall have the meaning ascribed to such term in Section 7.1 hereof.

"MSD" shall have the meaning ascribed to such term in Section 5.1.1 hereof.

"Non-Foreign Person Affidavit" shall have the meaning ascribed to such term in Section 12.3 hereof.

"Notes" shall have the meaning ascribed to such term in Section 7.4 hereof.

"Objection" shall have the meaning ascribed to such term in Section 5.2.1 hereof.

"Objection Notice" shall have the meaning ascribed to such term in Section 4.3 hereof.

"Parties" shall have the meaning ascribed to such term in the initial paragraph hereof.

"Permitted Exceptions" shall mean (a) real estate taxes and assessments, both general and special, not yet due and payable, (b) all easements, encumbrances and other matters of record or shown on the Title Commitment or Survey or that would be shown on a survey, and (c) liens or encumbrances created by the acts of the Frisco Parties; provided monetary liens placed against the J Parcel by Exide shall not be considered Permitted Exceptions.

"Pond Parcel" shall have the meaning ascribed to such term in Section 7.2 hereof.

"PRP" shall have the meaning ascribed to such term in Section 6.1 hereof and under Environmental Laws.

"Purchase Price Escrow Account" shall have the meaning ascribed to such term in Section 2.4 hereof.

"Purchasers' Resolutions" shall have the meaning ascribed to such term in Section 12.3 hereof.

"RCRA" shall mean the Resource Conservation Recovery Act ("RCRA"), 42 U.S.C. § 6901 *et seq.*

"Regulatory Compliance and Closure Activities" shall mean any decontamination, decommissioning and closure activities conducted at the Bowtie Parcel, including actions taken to comply with regulatory and permit closure obligations under Environmental Laws, including closure of the Exide Class 2 Landfill and closure activities required under applicable environmental permits.

"Reimbursement Request" shall have the meaning ascribed to such term in Section 5.2.1 hereof.

"Remediation" shall mean the removal, abatement, response, investigative, cleanup and/or monitoring activities undertaken to address a spill, leak, emission, discharge, disposal or other release of any Hazardous Material into the environment, any investigation, study, assessment, testing, monitoring, containment, removal, disposal, closure, corrective action, passive remediation, natural attenuation or bioremediation, and the installation and operation of remediation systems.

"Remediation Funds" shall have the meaning ascribed to such term in Section 2.4 hereof.

"Remediation Funds Escrow Account" shall have the meaning ascribed to such term in Section 2.4 hereof.

"Required Remediation" shall have the meaning ascribed to such term in Section 5.1.2 hereof.

"Review Period" shall have the meaning ascribed to such term in Section 4.3 hereof.

"ROFR Effective Date" shall have the meaning ascribed to such term in Section 7.4 hereof.

"STN" shall have the meaning ascribed to such term in Section 5.1.1 hereof.

"Site Maintenance Activities" shall mean routine property maintenance and management activities associated with holding the J Parcel as a non-operating asset.

"Stewart Creek Letter Agreement" shall mean that certain letter agreement dated March 20, 2012, from Exide to Kerry Russell, Attorney for the City, and accepted and approved by the City on March 22, 2012, with respect to certain remediation matters described therein.

"Survey" shall have the meaning ascribed to such term in Section 4.1 hereof.

"Taxes" shall have the meaning ascribed to such term in Section 12.5 hereof.

"TCEQ" shall mean the Texas Commission on Environmental Quality or any successor agency.

"Title Commitment" shall have the meaning ascribed to such term in Section 4.2 hereof.

"Title Company" shall mean Reunion Title Company as agent for First American Title Insurance Company.

"Title Documents" shall have the meaning ascribed to such term in Section 4.2 hereof.

"Total Purchase Price" shall have the meaning ascribed to such term in Section 2.2 hereof.

"TRRP" shall have the meaning ascribed to such term in Section 2.9 hereof.

"VCP Application" shall have the meaning ascribed to such term in Section 2.6 hereof.

"VCP Program" shall mean the Texas voluntary cleanup program established pursuant to Chapter 361, Subchapter S of the Texas Health and Safety Code.

EXHIBIT A

EXIDE PROPERTY MAP

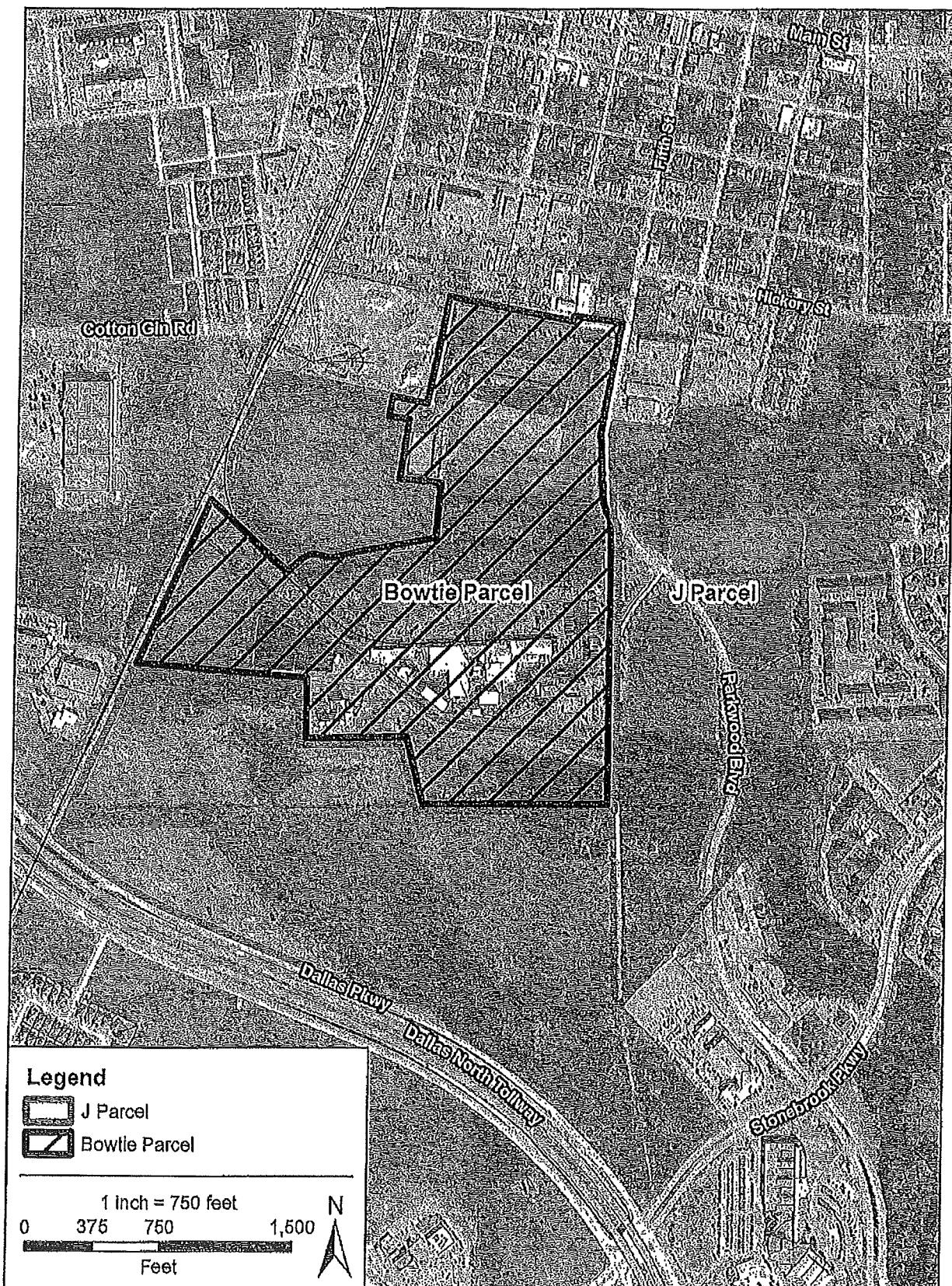
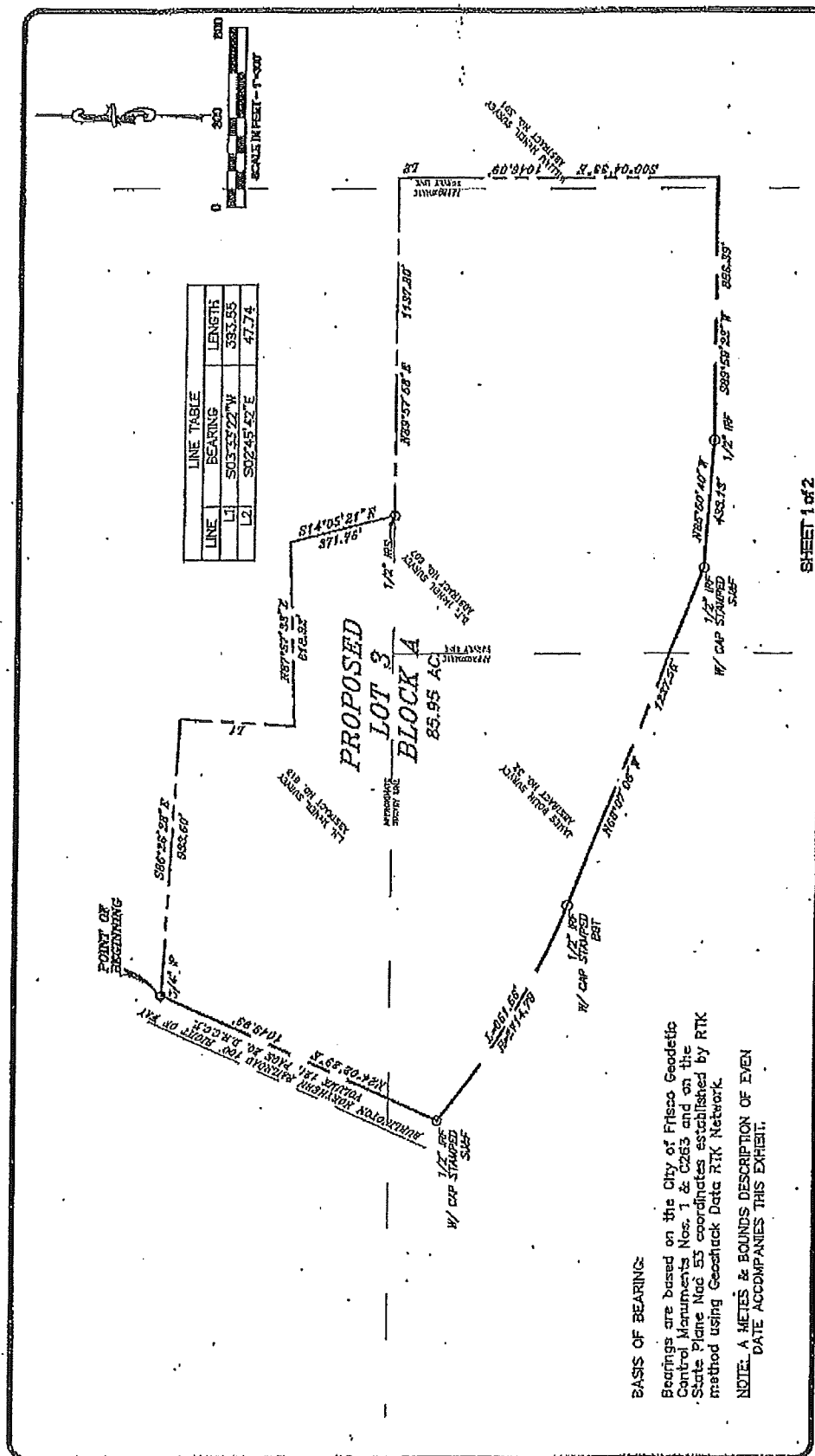


EXHIBIT B

EDC TRACT DESCRIPTION



## DESCRIPTION OF PROPOSED LOT 3 BLOCK A STEWART CREEK BUSINESS PARK ADDITION

STATE OF TEXAS  
COUNTY OF COLLIN

BEING a tract of land situated in the L.H. McNeil Survey, Abstract No. 818, the D.F. McNeil Survey, Abstract No. 007, the William McNeil Survey, Abstract No. 591, and the James Bolin Survey, Abstract No. 32 entirely in the City of Frisco, Collin County, Texas, being part of a 122.3 acre remainder tract of land according to Collin County Deed Record Document No. 92-0009197, dated 2/12/92, Collin County, Texas, and also a 29.7 acre tract of land according to Collin County Deed Record Document Volume 3154, Page 520, dated 10/24/89, Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at a 3/4" pipe found for the southwest corner of the tract of land described above, said pipe also being in the eastern one hundred foot (100') Right of Way of Burlington Northern Rail Road according to Collin County Deed Record Volume 121, page 20, Collin County, Texas, said pipe also being in the northwest corner of a tract of land describe in Collin County Deed Record Volume 3154, page 520, Collin County, Texas, dated 10/25/89, Collin County, Texas;

THENCE South 88°28'28" East, a distance of 893.6 feet to a point for corner;  
THENCE South 03°33'22" West, a distance of 393.66 feet to a point for corner;  
THENCE North 87°57'33" East, a distance of 618.82 feet to a point for corner;  
THENCE South 14°05'21" East, a distance of 371.78 feet to a set 1/2" iron rod for a point for corner;  
THENCE North 89°57'50" East, a distance of 1137.80 feet to a point for corner;  
THENCE South 02°45'42" East, a distance of 47.74 feet to a point for corner;

THENCE South 00°04'33" East, a distance of 1048.09 feet to a point for corner, said corner also being the northwest corner of the platted property named the NWQ Stonebrook & Parkwood Replat, recorded in Document No. 2010920010001720 of the plat records of Collin County, Texas;

THENCE South 89°59'23" West along a common line with a tract of land conveyed to Jean Pierre by a special warranty deed, recorded in Volume 6978, page 2523, Deed Records, Collin County, Texas, a distance of 888.30 feet to a found 1/2" iron rod for a point for corner;

THENCE North 85°50'40" West along the common line with the said tract, a distance of 433.13 feet to found 1/2" iron rod with a cap stamped SJB&F in the Northernly 300' Right of Way of the Dallas North Tollway, as conveyed in Document Numbers 93-0116169 and 94-0081898 of the Deed Records of Collin County, TX, for a point for corner;

THENCE North 88°07'00" West along the said Right of Way, a distance of 1227.58 feet to a found 1/2" iron rod with a cap stamped BGT for a point for corner;

THENCE along the said Right of Way, along a non-tangent curve to the right having a radius of 2714.70 feet, a central angle of 17°58'20", a tangent length of 429.30 feet, the long chord of which bears North 59°09'27" West for a distance of 848.07 feet with a radial line in of North 21°51'23" East and a radial line out of South 39°49'43" West for an arc length of 851.68 feet to a 1/2" found iron rod with a cap stamped SJB&F 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 the said Easterly Rail Road Right of Way, a distance of 1049.83 feet to the PLACE OF BEGINNING and containing 85.85 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 Geosack Data RTK Network.

NOTE: A GRAPHICAL DEPICTION OF EVEN  
DATE ACCOMPANIES THIS DESCRIPTION.

SHEET 2 of 2

CITY OF FRISCO  
11300 RESEARCH RD. (972) 292-5821  
FRISCO, TX. 75039 FX. (972) 731-4960

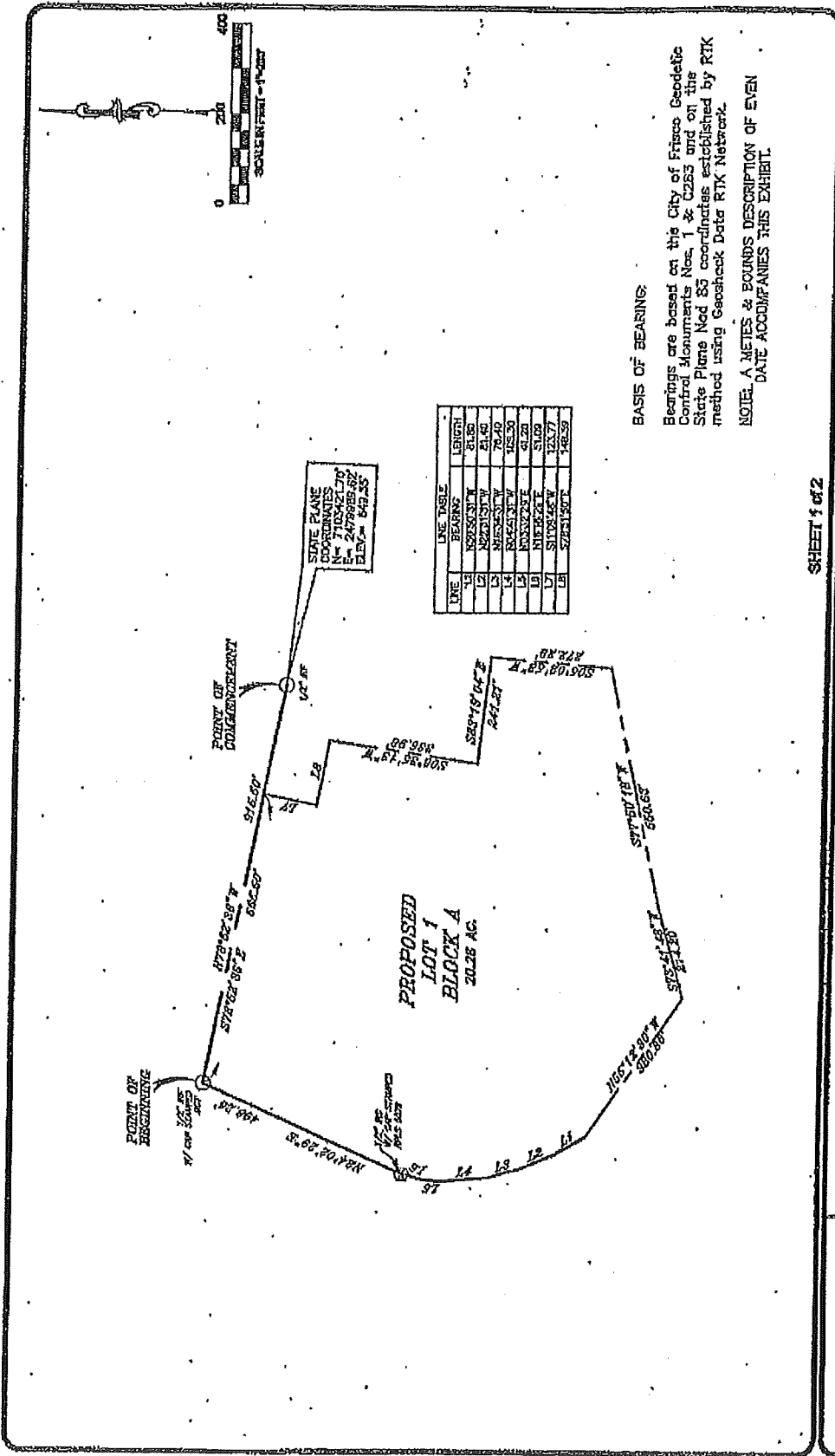
PATH: C:\JOBS\CP12-XXXX\LOT3-BLOCKADHD

DRAWN: CAD  
DATE: 6/1/12



EXHIBIT C

CDC TRACT DESCRIPTION



BASIS OF BEARING:

Bearings are based on the City of Frisco Geodetic Control Monuments Nos. 1 & 2553 and on the State Plane NAD 83 coordinates established by RTK method using Geosack Data RTK Network.

NOTE: A METES & BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS EXHIBIT.

SHEET 1 of 2

CITY OF FRISCO 1500 RESEARCH RD., (RT) 202-5821 FRISCO, TX 75039 EX (RT) 754-6900	PROPOSED LOT 1 BLOCK A STEPHANI CREEK BUSINESS PARK ADDITION EXTENDING FROM 1500 RESEARCH RD. TO 1500 AC.		DRAWN: CAD
			DATE: 02/21/12
			SCALE: 1"=200'

**DESCRIPTION OF PROPOSED LOT 1 BLOCK A  
STEWART CREEK BUSINESS PARK ADDITION**

STATE OF TEXAS  
COUNTY OF COLLIN

BEING part out of a remainder tract of land out of the L.H. McNeil SURVEY, Abstract No. 818, City of Frisco, Collin County, Texas; being part out of a tract described as "Tract One" according to Collin County Deed Record Volume 1788, Page 209, dated 10/28/83, Collin County, Texas; and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found for the southeast corner of a parcel of land describe in a Deed according to Collin County Public Record Document No. 93-0017953, dated 3/1/93, Collin County, Texas; thence North 76°52'36" West with the south line of said parcel, 916.60 feet to a found 1/2" iron rod with a cap stamped "BGT" for a point for corner, said point also being in the eastern Right of Way of Burlington Northern Rail Road according to Collin County Deed Record Volume 121, Page 20, Collin County, Texas and being the PLACE OF BEGINNING;

THENCE South 76°52'36" West along the south line of a parcel of land describe in a Deed according to Collin County Public Record Document No. 93-0017953, dated 3/1/93, Collin County, Texas; a distance of 685.80 feet to a point for corner;

THENCE South 11°09'40" West, 123.77 feet to point for corner;  
THENCE South 78°51'50" East, 148.60 feet to point for corner;  
THENCE South 8°36'13" West, 385.96 feet to point for corner;  
THENCE South 89°19'04" East, 241.21 feet to point for corner;  
THENCE South 6°2'58" West, 272.20 feet to point for corner;  
THENCE South 77°50'18" West, 660.63 feet to point for corner;  
THENCE South 73°41'48" West, 214.20 feet to point for corner;  
THENCE North 65°12'30" West, 380.86 feet to point for corner;  
THENCE North 90°50'31" West, 81.60 feet to point for corner;  
THENCE North 22°31'31" West, 81.40 feet to point for corner;  
THENCE North 16°34'31" West, 78.40 feet to point for corner;  
THENCE North 4°41'31" West, 105.80 feet to point for corner;  
THENCE North 3°32'20" East, 41.20 feet to point for corner;  
THENCE North 16°16'20" East, 51.00 feet to an 1/2" iron rod set with a cap bearing RPLS 8070 for corner;

THENCE North 24°02'29" East along the eastern Right of Way of Burlington Northern Rail Road according to Collin County Deed Record Volume 121, Page 20, Collin County, Texas, 498.28' to a found 1/2" iron rod with a cap stamped "BGT" for a point for corner, said point also being the southwest corner of a parcel of land describe in a Deed according to Collin County Public Record Document No. 93-0017953, dated 3/1/93, Collin County, Texas; also being the PLACE OF BEGINNING and containing 20.28 acres of land, more or less.

**BASIS OF BEARINGS:**

Bearings are based on the City of Frisco Geodetic Control Monument Nos. 1 & G203 and on the State Plane NAD 83 coordinates established by RTK method using Geoshack Data RTK Network.

NOTE: A GRAPHICAL DEPICTION OF EVEN  
DATE ACCOMPANIES THIS DESCRIPTION.

SHEET 2 of 2

CITY OF FRISCO  
11300 RESEARCH RD. (972) 292-5821  
FRISCO, TX. 75033 FX. (972) 731-4960

PATH: C:\JOBS\CH12-XXXX\LOT1-BLOCKA.DWG

DRAWN: CAD  
DATE: 5/31/12



## DESCRIPTION OF PROPOSED LOT 1 BLOCK B STEWART CREEK BUSINESS PARK ADDITION

STATE OF TEXAS  
COUNTY OF COLLIN

BEING a tract of land situated in the L.H. McNeil Survey, Abstract No. 618, and the William McNeil Survey, Abstract No. 501, entirely in the City of Frisco, Collin County, Texas, being part of a 122.3 acre remainder tract of land according to Collin County Deed Record Document No. 02-0009107, dated 2/12/02, Collin County, Texas, and also a 5.09 acre tract of land according to Collin County Deed Record Document Volume 1590, Page 023, dated 1/21/83, Collin County, Texas, and also a 21.32 acre tract of land described according to Collin County Deed Record Document No. 86-0085970, dated 7/31/06, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for the northwest corner of a platted piece of property described as the Final Plat of Lot 1, Block A of the Stonebrook Village Apartments, Cabinet I, Page 85 of the Plat Records of Collin County, Texas;

THENCE South 02°31'50" East along the western boundary of said plat, a distance of 1078.88 feet to a concrete monument with a disk stamped SURVEY MARKER, said monument being along the western boundary of Lot 1, Block A of the Final Plat of Parkview Estates as recorded in Document No. 20080229010000780, Collin County, Texas;

THENCE North 81°55'02" West, a distance of 43.43 feet to a point;

THENCE South 00°32'51" East along the westerly boundary of said plat, a distance of 130.76 feet to a found 1/2" iron rod;

THENCE South 38°59'58" West, a distance of 733.84 feet to a point; said point being in the eastern 100' Right of Way of Parkwood Blvd. as described in a Right of Way agreement, said agreement being Document No. 84-0089428 of the public records of Collin County, Texas;

Thence, along a non-tangent curve to the right in the said eastern Right of Way, said curve having a radius of 1000.000 feet, a central angle of 20°11'03", a tangent length of 177.09 feet, the long chord of which bears North 12°04'38" East for a distance of 350.40 feet with a radial line in of South 88°00'56" East and a radial line out of North 07°49'52" West for an arc length of 352.28 feet to a point;

Thence, along a reverse curve to the left in the said eastern Right of Way, said curve having a radius of 1100.000 feet, a tangent length of 284.08 feet, a central angle of 29°02'22", the radius of which bears North 07°49'52" West, the chord of which bears North 07°38'37" East for a distance of 651.57 feet; Thence along the arc of said curve for a distance of 557.52 feet to a point;

THENCE North 08°52'14" West, a distance of 180.12 feet in the said eastern Right of Way to a point;

Thence, along a tangent curve to the left in the said eastern Right of Way, said curve having a radius of 1100.000 feet, a tangent length of 455.08 feet, a central angle of 44°58'59", the radius of which bears South 03°07'48" West, the chord of which bears North 20°20'42" West for a distance of 841.00 feet; Thence along the arc of said curve for a distance of 882.88 feet to a X CUT in the concrete;

THENCE North 51°49'10" West in the said eastern Right of Way, a distance of 53.19 feet to a found 1/2" iron rod with a cap stamped BGT;

Thence, along a non-tangent curve to the right in the said eastern Right of Way, said curve having a radius of 800.000 feet, a central angle of 44°27'33", a tangent length of 328.98 feet, the long chord of which bears North 20°39'36" West for a distance of 605.31 feet with a radial line in of North 38°12'38" East and a radial line out of South 52°40'11" West for an arc length of 620.77 feet to a point;

THENCE North 02°23'08" West in the said eastern Right of Way, a distance of 159.61 feet to a point;

THENCE North 08°35'55" East in the said eastern Right of Way, a distance of 67.00 feet to a 1/2" Iron rod with a cap stamped AECOM for corner, said corner also being the southwest corner of a tract of land conveyed to Green Supply Company in Volume 4899, Page 1424 of the Deed Records of Collin County, Texas;

THENCE South 82°58'47" East along the common line of the said tract's southern boundary with this proposed lot, a distance of 340.84 feet to a point;

### 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: A GRAPHICAL DEPICTION OF EVEN  
DATE ACCOMPANIES THIS DESCRIPTION.

SHEET 2 of 3

CITY OF FRISCO  
11300 RESEARCH RD. (972) 292-5821  
FRISCO, TX. 75033 FX. (972) 731-4980

PATH: C:\JDS\CP12-XXXX\LOT1-BLOCKB.DWG

DRAWN: CAD  
DATE: 6/4/12

**DESCRIPTION OF PROPOSED LOT 1 BLOCK B  
STEWART CREEK BUSINESS PARK ADDITION**

STATE OF TEXAS  
COUNTY OF COLLIN

THENCE North 10°38'57" East along the western line of said tract, a distance of 100.45 feet to a X Out for a common corner of this Lot and Lot 1R, Block A, of the Replat of Z.T. Acker Elementary School, as recorded in Document No. 20000500010001600 of the plat records of Collin County, Texas;

THENCE North 08°32'30" East along the common line with the said lots, a distance of 408.75 feet to a found 5/8" iron rod;

THENCE South 08°02'18" West, a distance of 348.20 feet to a found 1/2" iron rod;

THENCE North 81°15'55" East along the southern boundary of a tract recorded in Document No. 20000220000220000 of the deed records of Collin County, Texas, a distance of 386.28 feet to a found 1/2" iron rod;

THENCE North 31°23'34" East along the common line with the said tract, a distance of 149.21 feet to a point;

THENCE North 88°02'38" East along the common line with the said tract, a distance of 87.99 feet to a point, said point being a common corner with the said tract and a tract of land conveyed to Dyril W. Minell, JR and Wife Joni P. Minell in Volume 5458, Page 5381 of the deed records of Collin County, Texas;

THENCE South 75°23'34" East along the common line of said tracts, a distance of 121.51 feet to a point;

THENCE South 63°17'51" East along the common line of said tracts, a distance of 54.02 feet to a point;

THENCE South 32°13'46" West along the common line of said tracts, a distance of 35.43 feet to a point;

THENCE South 25°16'30" East along the common line of said tracts, a distance of 39.69 feet to a point;

THENCE South 80°38'02" East along the common line of said tracts, a distance of 145.88 feet to a point;

THENCE South 88°20'12" East along the common line of said tracts, a distance of 80.88 feet to a point, said point being along the westerly line of Block A as shown in the Plat of Hickory Springs as recorded in Cabinet K, Page 160, of the plat records of Collin County, Texas;

THENCE South 01°30'48" West along the said platted westerly line, a distance of 194.85 feet to a found 1/2" iron rod with a cap stamped BGT;

THENCE South 88°37'42" West along the common line of this said plat and the proposed lot, a distance of 110.87 feet to a point;

THENCE South 01°09'12" East along the common line of this said plat and the proposed lot, a distance of 224.24 feet to a found 1/2" iron rod;

Thence, along a non-tangent curve to the right having a radius of 330.0 feet, a central angle of 11°50'23", a tangent length of 34.22 feet, the long chord of which bears South 37°54'05" East for a distance of 68.07 feet with a radial line in of South 46°10'44" West and a radial line out of North 58°01'06" East for an arc length of 60.19 feet to a found 1/2" iron rod at the terminus of Rolling Brook Drive, a 60' Right of Way, as shown in the recorded Plat in Cabinet K, Page 160, of the Plat records of Collin County, Texas;

THENCE South 58°00'32" West to the terminus at the westerly Right of Way of the said Right of Way, a distance of 60.00 feet to a point;

Thence, along a non-tangent curve to the right in the said westerly Right of Way, said curve having a radius of 270.0 feet, a central angle of 28°22'39", a tangent length of 69.28 feet, the long chord of which bears South 17°43'34" East for a distance of 192.38 feet with a radial line in of South 58°08'07" West and a radial line out of North 66°27'48" East for an arc length of 139.73 feet to a found 1/2" iron rod;

THENCE South 58°35'41" West, a distance of 480.32 feet to a found 1/2" iron rod for the PLACE OF BEGINNING and containing 39.03 acres of land, more or less.

**BASIS OF BEARINGS:**

Bearings are based on the City of Frisco Geodetic Control Monuments Nos. 1 & Q283 and on the State Plane NAD 83 coordinates established by RTK method using Geosack Data RTK Network.

NOTE: A GRAPHICAL DEPICTION OF EVEN  
DATE ACCOMPANIES THIS DESCRIPTION.

SHEET 3 of 3

CITY OF FRISCO  
11300 RESEARCH RD. (972) 292-5821  
FRISCO, TX. 75033 FX. (972) 731-4980

PATH: C:\JDS\CP12-XXXX\LOT1-BLOCKB.DWG

DRAWN: CAD  
DATE: 8/4/12

DATE: 05/03/12
SCALE: 1"=200'
DRAWN: C42

**DESCRIPTION OF PROPOSED LOT 4 BLOCK A  
STEWART CREEK BUSINESS PARK ADDITION**

STATE OF TEXAS  
COUNTY OF COLLIN

BEING a tract of land situated in the L.H. McNeil Survey, Abstract No. 618, and the William McNeil Survey, Abstract No. 591, entirely in the City of Frisco, Collin County, Texas, being part of a 122.3 acre remainder tract of land according to Collin County Deed Record Document No. 92-0000197, dated 2/12/92, Collin County, Texas, and also a 5.09 acre tract of land according to Collin County Deed Record Document Volume 1699, Page 923, dated 1/21/83, Collin County, Texas, and also a 8.56 acre tract of land described as Tract No. 1 according to Collin County Deed Record Document No. 04-0040120, dated 4/26/94, Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at a 1/4" iron rod set for corner, said corner being a non-tangential point on the west line of a 5.09 acre tract of land described in a warranty deed conveying to Gould, Inc., as described in Volume 1699, page 923, of the Deed Records of Collin County, Texas and also being the East line of Fifth Street as described in Exhibit 4-C of a Right of Way Agreement described in Document No. 94-0099426;

**THENCE** along a curve to the left having a radius of 900.00 feet, a central angle of 21°43'52", a tangent length of 172.75 feet, the long chord of which bears South 40°55'38" East for a distance of 339.31 feet with a radial line in of North 59°55'16" East and a radial line out of South 38°12'26" West for an arc length of 341.35 feet to a 1/4" iron rod found with a cap stamped BGT in the westerly 100 foot Right of Way of Parkwood Blvd. as described in a Right of Way Agreement described in Document No. 94-0099426;

**THENCE** South 51°46'10" East, along a common line with the said right of way, a distance of 63.10 feet to a point;

**THENCE** along a tangent curve to the right with a radius of 1000.00 feet, a tangent length of 413.60 feet, a central angle of 44°56'56", the radius of which bears South 38°10'50" West, the chord of which bears South 28°20'42" East for a distance of 784.64 feet; Thence along the arc of said curve in the said westerly Parkwood Blvd. Right of way for a distance of 784.61 feet to a point;

**THENCE** South 06°52'14" East, in the said westerly Right of Way a distance of 186.12 feet to a point

**THENCE** along a tangent curve to the right with a radius of 1000.000 feet, a tangent length of 259.99 feet, a central angle of 20°02'22", the radius of which bears South 63°07'46" West, the chord of which bears South 07°38'57" West for a distance of 501.43 feet; Thence along the arc of said curve of the said Westerly Right of Way for a distance of 506.33 feet to a point;

**THENCE** along a reverse curve to the left with a radius of 1100.00 feet, a tangent length of 259.20 feet, a central angle of 20°26'32", the radius of which bears South 67°49'52" East, the chord of which bears South 08°57'22" West for a distance of 502.05 feet; Thence along the arc of said curve of the said Westerly Right of Way for a distance of 507.33 feet to a point;

**THENCE** South 39°59'56" West along the Northern boundary of the platted property named the NWC Stonebrook and Parkwood Replat, recorded in Document No. 2010920010001720 of the plat records of Collin County, Texas, a distance of 686.02 feet to a point;

**THENCE** North 00°04'33" West, a distance of 1048.09 feet to a point;

**THENCE** North 02°46'42" West, a distance of 47.74 feet to a point;

**THENCE** North 02°30'34" West, a distance of 1667.63 feet to the PLACE OF BEGINNING and containing 25.24 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: A GRAPHICAL DEPICTION OF EVEN  
DATE ACCOMPANIES THIS DESCRIPTION.

SHEET 2 of 2

CITY OF FRISCO  
11300 RESEARCH RD. (972) 292-5821  
FRISCO, TX. 76033 FX. (972) 731-4960

PATH: C:\NOOS\CP12-XXXX\LOT4-BLOCKA.DWG

DRAWN: CAD  
DATE: 6/3/12



EXHIBIT D

FORM OF ESCROW AGREEMENT

## ESCROW AGREEMENT

This ESCROW AGREEMENT (this "Agreement") is made and entered into as of the \_\_\_\_ day of June, 2012 (the "Effective Date"), by and among Exide Technologies doing business in Texas as Exide Technologies, Inc., a Delaware corporation ("Seller"), the City of Frisco, Texas, a local government under the laws of the State of Texas (the "City"), the Frisco Economic Development Corporation, a non-profit corporation created pursuant to the Texas Development Corporation Act ("EDC"), the Frisco Community Development Corporation, a non-profit corporation created pursuant to the Texas Development Corporation Act ("CDC") collectively with the City and EDC, the "Purchasers", American Escrow Company, a Texas corporation (the "Escrow Agent"), and Reunion Title Company (the "Title Company").

WHEREAS, Seller and the Purchasers entered into that certain Master Settlement Agreement dated as of June 6, 2012 (the "Settlement Agreement"), relating in part to that tract or parcel of land referred to as the J Parcel in the Settlement Agreement; all capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Settlement Agreement;

WHEREAS, pursuant to Section 2.4 of the Settlement Agreement, the Purchasers shall deposit with the Escrow Agent the sum of an initial amount of \$1,000,000 (the "Remediation Escrow Amount"), subject to additional deposits, in both instances, to be disbursed to the Seller in reimbursement of remediation costs associated with the J Parcel;

WHEREAS, pursuant to Section 2.4 of the Settlement Agreement, the Purchasers are depositing with the Escrow Agent the sum of \$5,000,000 (the "Earnest Escrow Amount") as a partially non-refundable deposit owing from the Purchasers to the Seller;

WHEREAS, pursuant to Section 2.4 of the Settlement Agreement, the Purchasers shall collectively on or before October 1, 2012 deposit the sum of the EDC Purchase Price and CDC Purchase Price less the Earnest Escrow Amount (the "Purchase Price Escrow Amount");

WHEREAS, pursuant to Sections 2.4 and 2.11 of the Settlement Agreement, the Seller and the Purchasers shall deposit such additional documents as set forth in Section 2 below on the dates described therein to allow for the transfer of the EDC Tract and CDC Tract on the Closing Date;

WHEREAS, Seller, Purchasers and Escrow Agent are entering into this Agreement to set forth the rights, responsibilities and obligations of Escrow Agent with respect to the holding and disbursing of the Remediation Escrow Amount, the Earnest Escrow Amount and the Purchase Price Escrow Amount;

WHEREAS, the Escrow Agent is willing to enter into this Agreement and perform as required in consideration of the premises and the mutual obligations and promises contained in this Agreement on the terms and subject to the conditions set forth therein;

NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Appointment of Escrow Agent. Seller and the Purchasers hereby appoint and designate the Escrow Agent as their agent to hold, administer and deliver the Escrow Funds (as defined below), in accordance with the terms of this Agreement, and the Escrow Agent hereby accepts such appointment, all subject to the terms and conditions set forth in this Agreement.

2. Establishment of Escrow Accounts.

(a) Remediation Escrow Fund. On or before October 1, 2012, Purchasers will deposit the Remediation Escrow Amount with the Escrow Agent to be used to reimburse the Seller for costs related to remediation of the J Parcel and as described in Section 5.2 of the Settlement Agreement such additional amounts of up to \$500,000 as may be required in Section 5.2.2 of the Settlement Agreement, which together with any and all interest or profit thereon, shall be referred to as the "Remediation Escrow Fund."

(b) Earnest Escrow Fund. Upon execution and delivery of this Agreement, Purchasers will deposit the Earnest Escrow Amount with the Escrow Agent to serve as earnest money to the Seller under the Settlement Agreement, which together with any and all interest or profit thereon, shall be referred to as the "Earnest Escrow Fund."

(c) Purchase Price Escrow Fund.

(i) Deposit of Funds. Subject to a Funding Challenge as defined in Section 2.7 of the Settlement Agreement ("Funding Challenge"), on or before October 1, 2012, Purchasers will deposit the Purchase Price Escrow Amount with the Escrow Agent in consideration for the EDC Tract and CDC Tract, which together with any and all interest or profit thereon, shall be referred to as the "Purchase Price Escrow Fund" and, together with the Remediation Escrow Fund and the Earnest Escrow Fund, the "Escrow Funds."

(ii) Deposit of Purchaser Documents. Subject to a Funding Challenge, on or before October 1, 2012, EDC and CDC shall deposit the Purchasers' Resolutions with the Escrow Agent to be held by the Escrow Agent until the Closing Date. Following approval of the Conveyance Plat, EDC and CDC shall deposit the original Conveyance Plat with the Escrow Agent to be held by the Escrow Agent until the Escrow Agent receives written confirmation from the Purchasers and/or Exide that the Certificate of Completion has been issued by the TCEQ and thereafter released to the Title Company, who shall be instructed to record the Conveyance Plat prior to delivery and filing of the Deeds and, prior to filing the Deeds, substitute the legal description for EDC Tract on the EDC Tract Deed and the legal description for CDC Tract on CDC Tract Deed, respectively, to conform with the legal descriptions on the Conveyance Plat.

(iii) Deposit of Seller Documents. By the Deed Delivery Deadline, the Seller shall deliver to the Escrow Agent (A) the EDC Tract Deed and CDC Tract Deed, (B) the Access Easement, (C) two original Non-Foreign Person Affidavits, (D) two original Exide Resolutions, and (E) an affidavit from Seller as to debts, liens, and parties in possession to be held by the Escrow Agent until the Closing Date.

3. Investment of Escrow Funds.

(a) The Escrow Agent hereby agrees to hold and invest the Remediation Escrow Fund, the Earnest Escrow Fund and the Purchase Price Escrow Fund in separate accounts (the "Remediation Escrow Account," the "Earnest Escrow Account," and the "Purchase Price Escrow Account," respectively, and, together, the "Escrow Accounts"). The Escrow Agent shall deposit each Escrow Fund in an interest-bearing account at Wells Fargo Bank, N.A. in accordance with the terms of this Agreement.

(b) The Escrow Agent shall maintain, and make available to the Seller and Purchasers upon written request, a ledger setting forth (a) the amount of each Escrow Fund and (b) all payments from any Escrow Fund pursuant to Section 4 hereof.

4. Disposition of the Escrow Funds. Escrow Agent shall disburse the Escrow Funds as follows:

(a) Remediation Escrow Fund.

(i) Unless the City delivers a written Dispute Notice to the Escrow Agent within ten (10) Business Days after receipt of Reimbursement Request, on the first Business Day following the date that is thirty (30) calendar days from receipt of the Reimbursement Request, the Escrow Agent agrees to distribute to Seller from the Remediation Escrow Account the amount requested in the Reimbursement Request. If a Dispute Notice from the City is timely delivered by the City, the Escrow Agent shall distribute to Seller from the Remediation Escrow Account any undisputed amounts requested in the Reimbursement Request on the first Business Day following the date that is thirty (30) calendar days from receipt of the Reimbursement Request and to hold the balance of the amount requested pending receipt of joint instructions from the parties as set forth below.

(ii) Upon receipt of a joint written instruction executed by the Seller and the City pursuant to Section 5.2 of the Settlement Agreement ("Remediation Joint Instruction"), the Escrow Agent agrees to distribute amounts from the Remediation Escrow Account amounts disputed by the City in a timely Dispute Notice in accordance with such Remediation Joint Instruction. A form of joint instruction letter is attached hereto as Exhibit A.

(iii) On the Closing Date, the Escrow Agent will distribute any remaining Remediation Escrow Funds in the Remediation Escrow Account, including any and all interest or profit thereon, to the Purchasers (as they may designate) by wire transfer of immediately available funds; provided that if the Escrow Agent has received one or more Reimbursement Requests under the Settlement Agreement from Buyer, that have not been resolved by the Closing Date, then this Agreement shall continue in full force and effect after the Closing Date until all such Reimbursement Requests delivered by Buyer prior to the Closing Date have been resolved and the Remediation Escrow Fund is released in accordance with this Agreement.

(b) Earnest Escrow Fund.

(i) In the event the Purchase Price Escrow Amount is not deposited with the Escrow Agent by the October 1, 2012, upon written request of Seller, fifty percent (50%) of

the Earnest Escrow Amount shall be paid to the Seller by the Escrow Agent, by wire transfer of immediately available funds, on the first (1) Business Day following October 1, 2012. The parties agree that the Escrow Agent shall make such payment automatically and no further action, notice or approval from the Purchasers shall be required.

(ii) Upon receipt of a written instruction executed by the Seller pursuant to Section 2.10.2 of the Settlement Agreement ("Earnest Instruction") the Escrow Agent agrees to distribute amounts from the Earnest Escrow Account in accordance with such Earnest Instruction.

(iii) On the Closing Date, the Escrow Agent shall distribute (i) to the Title Company by wire transfer of immediately available funds for distribution to or at the direction of Seller on the Closing Date in accordance with the settlement statement for the Closing any remaining Earnest Escrow Fund in the Earnest Escrow Account, excluding any and all interest or profit thereon which shall be distributed to the Purchasers.

(c) Purchase Price Escrow Fund.

(i) The Sellers, EDC and CDC shall deliver to the Escrow Agent a joint notice signed by an authorized representative of each party at least three (3) Business Days prior to the Closing Date notifying the Escrow Agent of the Closing Date (the "Closing Notice").

(ii) Following receipt of the Closing Notice and on the Closing Date, the Escrow Agent shall (A) date all undated documents, (B) distribute to the Title Company, by wire transfer of immediately available funds, the Purchase Price Escrow Amount and the Purchasers' Resolutions, (C) deliver to the Purchasers or the Title Company, as instructed in writing by the Purchasers, any and all interest or profit on the Purchase Price Escrow Amount, (D) fill in names of grantees as designated by the Purchasers and (E) deliver to the Title Company the EDC Tract Deed, the CDC Tract Deed, the Access Easement, the Non-Foreign Person Affidavits and the Exide Resolutions. The Title Company shall be instructed to release the funds and documents it receives and shall prepare settlement statements in accordance with the provisions of Article 12 of the Settlement Agreement and subject to its receipt of all deliverables from the Purchasers and Seller required to be made on or before the Closing Date pursuant to said Article 12.

(d) Additional Agreements. The Seller and the Purchasers shall execute and deliver to the Escrow Agent and Title Company such additional joint instructions and certificates hereunder as may be required to give effect to the provisions of this Agreement. For tax purposes, the Escrow Funds and all interest and profit thereon shall be considered the Purchasers' and reported as such by the Purchasers for all tax reporting purposes other than all interest and profit on the Earnest Escrow Amount, which shall be considered the Seller's and reported as such by the Seller for all tax reporting purposes.

5. Termination. This Agreement shall automatically terminate upon the final distribution of the Escrow Funds in accordance with the terms hereof; provided, however, the provisions of Section 4(d) and Section 9 shall survive such termination of this Agreement and/or the resignation of the Escrow Agent.

6. Scope of Undertaking. Other than this Agreement, Escrow Agent is not a party to, or bound by any agreement which may be deposited under, evidenced by, or which arises out of this Agreement. Escrow Agent acts hereunder as a depository only and is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness, or validity of any instrument deposited with it hereunder, or with respect to the form or execution of the same, or the identity, authority, or rights of any person executing or depositing the same. The Escrow Agent may rely upon and shall not be liable for acting or refraining from acting upon any written notice, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document. The Escrow Agent may request that the Seller and Purchasers deliver a certificate setting forth the names of individuals and or titles of officers authorized at such time to take specific actions pursuant to this Agreement and shall be entitled to rely upon such certificate until a new certificate is delivered to the Escrow Agent.

7. Knowledge and Sufficiency of Documents. Escrow Agent shall be protected in acting upon any notice, request, waiver, consent, receipt, or other paper or document believed by Escrow Agent to be genuine and to be signed by the proper party or parties.

8. Scope of Duties and Errors in Judgment. Escrow Agent shall not be liable for any error of judgment or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except the Escrow Agent's own bad faith, willful misconduct or gross negligence, and the Escrow Agent shall have no duties to anyone except those signing this Agreement. The Escrow Agent shall not have any liability due to any party other than the Escrow Agent filing for bankruptcy or the consequences of such a bankruptcy on the Escrow Funds.

9. Indemnity. As between themselves and the Escrow Agent, each of Seller and the Purchasers, jointly and severally, agree to indemnify the Escrow Agent against and hold the Escrow Agent harmless from any and all losses, costs, damages, out-of-pocket expenses (including reasonable attorney's fees and expenses) and claims suffered or reasonably incurred by the Escrow Agent as a result of, in connection with or arising from or out of the acts or omissions of the Escrow Agent in performance of or pursuant to this Agreement, except such acts or omissions as may result from the Escrow Agent's bad faith, willful misconduct or gross negligence. In no event shall the Escrow Agent be liable for indirect, punitive, special or consequential damages. Notwithstanding the foregoing, as between themselves, the Seller, on the one hand, and the Purchasers, on the other hand, shall each pay one-half of all amounts payable to the Escrow Agent pursuant to the first sentence of this Section 9. The Escrow Agent shall never be required to use or advance its own funds or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder. The Escrow Agent shall not be obligated to take any action which in its reasonable judgment would involve it in expense or liability unless it has been furnished with an indemnity or other security reasonably satisfactory to it. Deposit by Escrow Agent of the instruments and funds (less its charges and expenses incurred herein) comprising the Escrow Funds and such other documents deposited herein in a court of competent jurisdictions, shall relieve the Escrow Agent of all further responsibility and liability, and the Escrow Agent is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued

by any court with or without jurisdiction, and in case Escrow Agent obeys or complies with any such order, judgment or decree of any court it shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree be entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated. In the event that Escrow Agent performs any service not specifically provided hereinabove, or that there is any assignment or attachment of any interest in the subject matter of this Agreement or any modification thereof, or that any controversy arises hereunder, or that Escrow Agent is made a party to, or intervenes in, any litigation pertaining to this Agreement or the subject matter hereof, Escrow Agent shall be reasonably compensated therefor and reimbursed for all costs and expenses occasioned thereby. It being understood and agreed that Escrow Agent may interplead the subject matter of this escrow into any court of competent jurisdiction in Collin County, Texas, and the act of such interpleader shall immediately relieve Escrow Agent of its duties, liabilities, and responsibilities hereunder.

10. Notices. Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given (a) if delivered or sent by email or facsimile transmission, upon actual receipt by the recipient, (b) if sent by a nationally recognized overnight courier, properly addressed with postage prepaid, on the next Business Day (or Saturday if sent for Saturday delivery) or (c) if sent by registered or certified mail, upon the sooner of receipt by the recipient or the expiration of three (3) Business Days after deposit in United States post office facilities properly addressed with postage prepaid. All notices will be sent to the addresses set forth below or to such other address as such party may designate by notice to each other party hereunder:

If to Seller:

Exide Technologies  
1300 Deerfield Parkway, Building 200  
Milton, Georgia 30004  
Attention: General Counsel  
Telephone: (678) 566-9000  
Facsimile: (678) 566-9342

and

Exide Technologies  
1300 Deerfield Parkway, Building 200  
Milton, Georgia 30004  
Attention: President, Americas  
Telephone: (678) 566-9000

with a copy to:

Baker Botts L.L.P.  
98 San Jacinto Blvd., Suite 1500  
Austin, Texas 78701  
Attention: Aileen M. Hooks  
Telephone: (512) 322-2616  
Facsimile: (512) 322-8314

If to Purchasers: City of Frisco  
City Hall  
6101 Frisco Square, Fifth Floor  
Frisco, Texas 75034  
Attention: George Purefoy  
Telephone: (972) 292-5105  
Facsimile: (972) 292-5122

with a copy to: Abornathy, Rooder, Boyd & Joplin, P.C.  
1700 Redbud Blvd., Suite 300  
McKinney, Texas 75069  
Attention: Richard Abornathy  
Telephone: (214) 544-4000  
Facsimile: (214) 544-4040

If to Escrow Agent: American Escrow Company  
2626 Howell St., 10<sup>th</sup> Floor  
Dallas, Texas 75204  
Attention: Carla Janousek, Senior Vice President  
Telephone: (214) 855-8879  
Facsimile: (214) 855-8848  
Email: cjanousek@republictitle.com

If to Title Company: Reunion Title Company  
1700 Redbud Blvd., Suite 300  
McKinney, Texas 75069  
Attention: Loretta Boddy  
Telephone: (214) 544.4025  
Facsimile: (214) 544.4044

The parties hereto authorize the Escrow Agent to rely upon and comply with instructions or directions sent via unsecured facsimile or email transmission and the Escrow Agent shall not be liable for any loss, liability or expense of any kind incurred by the Seller or the Purchasers due to the Escrow Agent's reliance upon and compliance with instructions or directions given by unsecured facsimile or email transmission, provided, however, that such losses have not arisen from the bad faith, gross negligence or willful misconduct of the Escrow Agent, it being understood that the failure of the Escrow Agent to verify or confirm that the person providing the instructions or directions is, in fact, an authorized person does not constitute bad faith, gross negligence or willful misconduct.

11. Consultation with Legal Counsel. Escrow Agent may consult with legal counsel in the event of any dispute or questions as to the construction of the foregoing instructions, or Escrow Agent's duties hereunder, and Escrow Agent shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel.



12. Choice of Laws; Cumulative Rights. This Agreement and the disposition of the Escrow Funds hereunder shall be construed and regulated under and their validity and effect shall be determined by the laws of the State of Texas. All of the Escrow Agent's rights hereunder are cumulative of any other rights it may have by law or otherwise.

13. Reimbursement of Expenses. The Escrow Agent shall be entitled to reimbursement from the Purchasers of all (a) its reasonable costs and expenses, including reasonable fees and expenses of legal counsel incurred by it in connection with the preparation, operating, administration and enforcement of this Agreement as set forth in the fee schedule attached hereto as Exhibit B and (b) expenses reasonably incurred in connection with the administration of this Agreement or the escrow created hereby which are related to activities in excess of normal services hereunder, including without limitation, payment of any legal fees and expenses reasonably incurred by the Escrow Agent in connection with resolution of any claim by any party hereunder.

14. Resignation. The Escrow Agent may resign and be discharged from its duties and obligations hereunder at any time by giving no less than ten (10) Business Days' prior written notice of such resignation to Seller and Purchasers, specifying the date when such resignation will take effect. Thereafter, the Escrow Agent shall have no further obligation hereunder except to hold the Escrow Funds as depository. In the event of such resignation, Seller and Purchasers agree that they will jointly appoint a banking corporation, trust company, or attorney as successor escrow agent within ten (10) Business Days of the date the notice of such resignation is given. In such event, the Escrow Agent shall refrain from taking any action until it shall receive joint written instructions from the Seller and Purchasers designating the successor escrow agent. The Escrow Agent shall deliver all of the Escrow Funds, less the Escrow Agent's fees, costs and expenses or other obligations owed to the Escrow Agent or hold such Escrow Funds (or any portion thereof) pending distribution, until all fees, costs and expenses or other obligations owed to the Escrow Agent are paid, to such successor escrow agent in accordance with such instructions and upon receipt of the Escrow Funds, the successor escrow agent shall be bound by all of the provisions hereof. If for any reason any banking corporation or trust company is unwilling to serve as the successor escrow agent or if Seller and Purchasers are unable to agree upon a successor escrow agent or shall have failed to appoint a successor escrow agent prior to the expiration of ten (10) Business Days following the date of the notice of resignation (or removal in accordance with Section 15 below), the then acting Escrow Agent may at the joint and several expense of the Seller and Purchasers petition any court of competent jurisdiction for the appointment of a successor escrow agent and any such resulting appointment shall be binding upon all of the parties hereto.

15. Removal. The Seller and Purchasers acting together shall have the right to terminate the appointment of the Escrow Agent, specifying the date upon which such termination shall take effect. Thereafter, the Escrow Agent shall have no further obligation hereunder except to hold the Escrow Funds as depository. The Seller and Purchasers agree that, in the event of any such termination, they will jointly appoint a banking corporation, trust company or attorney as successor escrow agent. In such event, the Escrow Agent shall refrain from taking any action until it shall receive joint written instructions from the Seller and Purchasers designating the successor escrow agent. The Escrow Agent shall deliver all of the Escrow Funds to such

successor escrow agent in accordance with such instructions and upon receipt of the Escrow Funds, the successor escrow agent shall be bound by all of the provisions hereof.

16. Accounting. In the event of the resignation or removal of the Escrow Agent or upon the release or distribution of the Escrow Funds or the termination of this Agreement, the Escrow Agent shall render to the Seller and Purchasers, and to the successor escrow agent, if any, an accounting in writing of the property constituting the Escrow Funds and all distributions therefrom. The requirements of this Section 16 may be satisfied by the provision by the Escrow Agent of a bank account statement setting forth the Escrow Funds and all deposits and disbursements relating thereto.

17. Collected Funds; Collection of Items. No monies shall be required to be disbursed by the Escrow Agent until and unless it has collected funds. The Escrow Agent shall not be obligated to take any legal action to enforce payment of any item deposited with it in escrow.

18. Captions. Section heading and captions have been inserted for convenience only and do not in anyway limit the provisions set out in the various sections hereof.

19. Severability. If one or more of the provisions contained herein for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. Entire Agreement. This Agreement together with the Settlement Agreement evidences the entire agreement between the Seller and the Purchasers in connection with the Escrow Funds; provided that except for the definitional provisions of the Settlement Agreement and the specific provisions of the Settlement Agreement referenced herein, no agreement entered into between the parties or any of them other than this Agreement shall be considered or adopted or binding, in whole or in part, by or upon the Escrow Agent, notwithstanding that any other such agreement may be deposited herewith or the Escrow Agent may have knowledge thereof. This Agreement may be amended only in writing signed by all of the parties hereto.

21. Execution in Counterparts. For the convenience of the parties and to facilitate execution, this Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document and such counterparts may be delivered by facsimile.

22. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, executors, successors and assigns.

23. Modifications. This Agreement may not be amended or otherwise altered or modified without the express written consent of the parties hereto. No course of conduct shall constitute a waiver of any of the terms and conditions of this Agreement, unless such waiver is specified in writing, and then only to the extent so specified. A waiver of any of the terms and conditions of this Agreement on one occasion shall not constitute a waiver of the other terms of this Agreement, or of such terms and conditions on any other occasion.

24. Assignment. No assignment of any rights (including, without limitation, any interest in the Escrow Funds) or delegation of any obligations provided for herein may be made by any party hereto without the express written consent of the other parties hereto, except for provisions hereof respecting successor escrow agents and except that the Escrow Agent may assign this Agreement to an affiliated or successor entity.

25. Reproduction of Documents. This Agreement and all documents relating hereto, including, without limitation, (a) consents, waivers and modifications which may hereafter be executed, and (b) certificates and other information previously or hereafter furnished, may be reproduced by any photographic, photostatic, microfilm, optical disk, micro-card, miniature photographic or other similar process. The parties agree that any such reproduction which is a true and correct reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence and whether or not such reproduction was made by a party in the regular course of business, and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

26. Merger. Any corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

27. Waiver of Trial by Jury. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

28. PATRIOT ACT. The parties hereto acknowledge that, in accordance with Section 326 of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (as amended, modified or supplemented from time to time, the "USA Patriot Act"), the Escrow Agent, like all financial institutions, is required to obtain, verify, and record information that identifies each person or legal entity that opens an account. The parties to this Agreement agree that they will provide the Escrow Agent with such information as the Escrow Agent may request in order for the Escrow Agent to satisfy the requirements of the USA Patriot Act.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date first written above.

SELLER:

EXIDE TECHNOLOGIES doing business in Texas as EXIDE TECHNOLOGIES, INC.  
a Delaware corporation

By: \_\_\_\_\_

*[Signatures continue on next page.]*

PURCHASERS:

THE CITY OF FRISCO, TEXAS

By: \_\_\_\_\_

FRISCO ECONOMIC DEVELOPMENT CORPORATION

By: \_\_\_\_\_

FRISCO COMMUNITY DEVELOPMENT CORPORATION

By: \_\_\_\_\_

*[Signatures continue on next page.]*

ESCROW AGENT:

AMERICAN ESCROW COMPANY

By: \_\_\_\_\_

TITLE COMPANY:

REUNION TITLE COMPANY

By: \_\_\_\_\_

Exhibit A

TO THAT CERTAIN  
ESCROW AGREEMENT

JOINT INSTRUCTION LETTER

[Date]

[ ]

Re: Escrow Account No. [ ]

Dear [ ]:

Reference is made to the Escrow Agreement dated as of June \_\_, 2012 (the "Escrow Agreement") among Exide Technologies doing business in Texas as Exide Technologies, Inc., a Delaware corporation ("Seller"), the City of Frisco, Texas, a local government under the laws of the State of Texas (the "City"), the Frisco Economic Development Corporation, a quasi-governmental authority under the laws of the State of Texas ("EDC"), the Frisco Community Development Corporation, a quasi-governmental authority under the laws of the State of Texas ("CDC" and collectively with the City and EDC, the "Purchasers") and American Escrow Company, a Texas corporation ("Escrow Agent").

Pursuant to the Escrow Agreement, each of the undersigned hereby instructs you to release from the \_\_\_\_\_ in immediately available funds as soon as reasonably practicable, but in any event no later than three (3) business days from the date of your receipt of these instructions, as follows:

Amount: \$ \_\_\_\_\_

Bank: \_\_\_\_\_

ABA No.: \_\_\_\_\_

Acct. No.: \_\_\_\_\_

Acct. Name: \_\_\_\_\_

EXIDE TECHNOLOGIES doing business in Texas as EXIDE TECHNOLOGIES, INC.  
a Delaware corporation

By: \_\_\_\_\_

[THE CITY OF FRISCO, TEXAS]

By: \_\_\_\_\_

[FRISCO ECONOMIC DEVELOPMENT CORPORATION]

By: \_\_\_\_\_

[FRISCO COMMUNITY DEVELOPMENT CORPORATION]

By: \_\_\_\_\_



*Exhibit B*

Fee Schedule

Remediation Escrow

An annual fee of \$500.00 per year or partial year and \$50.00 for each additional sum added to the Remediation Escrow or each sum disbursed from the Remediation Escrow.

Earnest Escrow

An annual fee of \$500.00 per year or partial year and \$50.00 for each additional sum added to the Earnest Escrow or each sum disbursed from the Earnest Escrow.

Purchase Price Escrow

An annual fee of \$1,000.00 per year or partial year and \$50.00 for each additional sum added to the Purchase Price Escrow or each sum disbursed from the Purchase Price Escrow in excess of five (5) total of all such additions and disbursements in any calendar year

EXHIBIT E

FORM OF DEEDS

WHEN RECORDED RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF COLLIN

§

THAT, Exide Technologies doing business in Texas as Exide Technologies, Inc.,  
a Delaware corporation ("Grantor"), whose address is \_\_\_\_\_,  
for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL and CONVEY unto \_\_\_\_\_, a \_\_\_\_\_ under the laws of the State of Texas ("Grantee"), whose address is \_\_\_\_\_, the following described property:

Being those certain parcels of land located in Collin County, Texas, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference for all purposes, together with all of Grantor's right, title and interest, if any, in and to all easements, rights-of-way, appurtenances and other rights and benefits associated with such parcel(s) of land together with all improvements, fixtures and other

rights and appurtenances thereto in any wise belonging to Grantor (the "Property"), subject, however, to [(a)] the exceptions to title (the "Permitted Exceptions") more particularly set forth on Exhibit "B" attached hereto and fully made a part hereof by reference for all purposes; and (b) a reservation in favor of Grantor, for the benefit of Grantor's land located adjacent to the Property ("Grantor's Retained Land"), a non-exclusive and perpetual easement over, upon and across the private road known as "Eagan Way," which is more particularly described on Exhibit "C" attached hereto and fully made a part hereof by reference for all purposes, for ingress, egress and access to and from Grantor's Retained Land, which easement shall run with title to Grantor's Retained Land and which road may be relocated by Grantee so long as the Grantor's Retained Land shall at all times have uninterrupted access over and across the Property to and from public rights of way via an access road at least comparable in width and quality to Eagan's Way]. [NOTE: Clause b only required for the deed for portions of the J Parcel that includes Eagan's Way.]

TO HAVE AND TO HOLD the above-described Property, subject to the Permitted Exceptions, together with all and singular the rights and appurtenances thereto in anywise belonging to Grantor, unto the said Grantee, its successors and assigns FOREVER, and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

BY ITS ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT THE PROPERTY IS BEING CONVEYED AND ACCEPTED "AS IS, WHERE IS" AND THAT THE CONSIDERATION FOR THIS CONVEYANCE REFLECTS THE "AS IS, WHERE IS" NATURE OF THE SALE, AND MORE SPECIFICALLY AGREES AS FOLLOWS: THE TRANSACTIONS WITH RESPECT TO THE PROPERTY REFLECTED BY THIS DEED HAVE BEEN NEGOTIATED BETWEEN EXIDE AND THE GRANTOR AND GRANTEE, AND THE TERMS OF THIS DEED REFLECT THE MUTUAL AGREEMENT OF GRANTOR AND GRANTEE. GRANTEE HAS CONDUCTED SUCH INSPECTIONS, INVESTIGATIONS AND OTHER INDEPENDENT EXAMINATIONS OF THE PROPERTY AND ALL RELATED DOCUMENTS AND RELATED MATTERS AS IT DEEMS NECESSARY INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND WILL RELY UPON SAME AND NOT UPON ANY STATEMENTS OF GRANTOR OR ANY OF ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES OR ATTORNEYS ("GRANTOR'S REPRESENTATIVES"). NONE OF THE GRANTOR'S REPRESENTATIVES NOR ANY OTHER PERSON IS MAKING ANY REPRESENTATION, WARRANTY, STATEMENTS OR ASSURANCE WHATSOEVER TO THE GRANTEE; AND NO WARRANTIES, REPRESENTATIONS, STATEMENTS OR ASSURANCES OF ANY KIND OR CHARACTER, EITHER EXPRESS OR IMPLIED, ARE MADE BY ANY OF THE GRANTOR'S REPRESENTATIVES OR RELIED UPON BY THE GRANTEE WITH RESPECT TO THE STATUS OF TITLE TO (EXCEPT FOR THE WARRANTIES OF TITLE PROVIDED IN THIS DEED), OR THE MAINTENANCE, REPAIR,

CONDITION, OR MARKETABILITY OF THE PROPERTY OR ANY PORTION THEREOF, INCLUDING BUT NOT LIMITED TO (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (C) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO SAMPLES OF MATERIALS, (D) ANY RIGHTS OF GRANTEE UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF VALUE OR CONSIDERATION, (E) ANY CLAIM BY GRANTEE FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, OR LATENT, WITH RESPECT TO THE PROPERTY, (F) THE FINANCIAL CONDITION OR PROSPECTS OF THE PROPERTY, (G) THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, OR (H) THE COMPLIANCE OR LACK THEREOF OF THE PROPERTY WITH GOVERNMENTAL REGULATIONS, IT BEING THE EXPRESS INTENTION OF GRANTOR AND GRANTEE THAT THE PROPERTY IS BEING CONVEYED AND TRANSFERRED TO GRANTEE IN ITS PRESENT CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS," WITH ALL FAULTS AND, HEREAFTER, GRANTEE WILL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY.

By its acceptance of this Deed, Grantee further (i) represents that it is a knowledgeable, experienced, and sophisticated purchasers of real estate, and that it is relying solely on its own expertise and that of its consultants in purchasing the Property; (ii) acknowledges that Grantee with its counsel, has fully reviewed the disclaimers and waivers set forth in this Deed, and understand the significance and effect thereof; (iii) acknowledges and agrees that the disclaimers and other agreements set forth in this Deed are an integral part of this Deed, and that Grantor would not have executed this Deed without the disclaimers and other statements set forth herein.

*[signature page follows]*

EXECUTED on \_\_\_\_\_, 2012 to be effective the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

GRANTOR:

EXIDE TECHNOLOGIES doing business in Texas  
as EXIDE TECHNOLOGIES, INC.  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2012, by \_\_\_\_\_, the \_\_\_\_\_ of EXIDE TECHNOLOGIES doing business in Texas as EXIDE TECHNOLOGIES, INC., a Delaware corporation, on behalf of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBITS

Exhibit A - Legal Description of Property

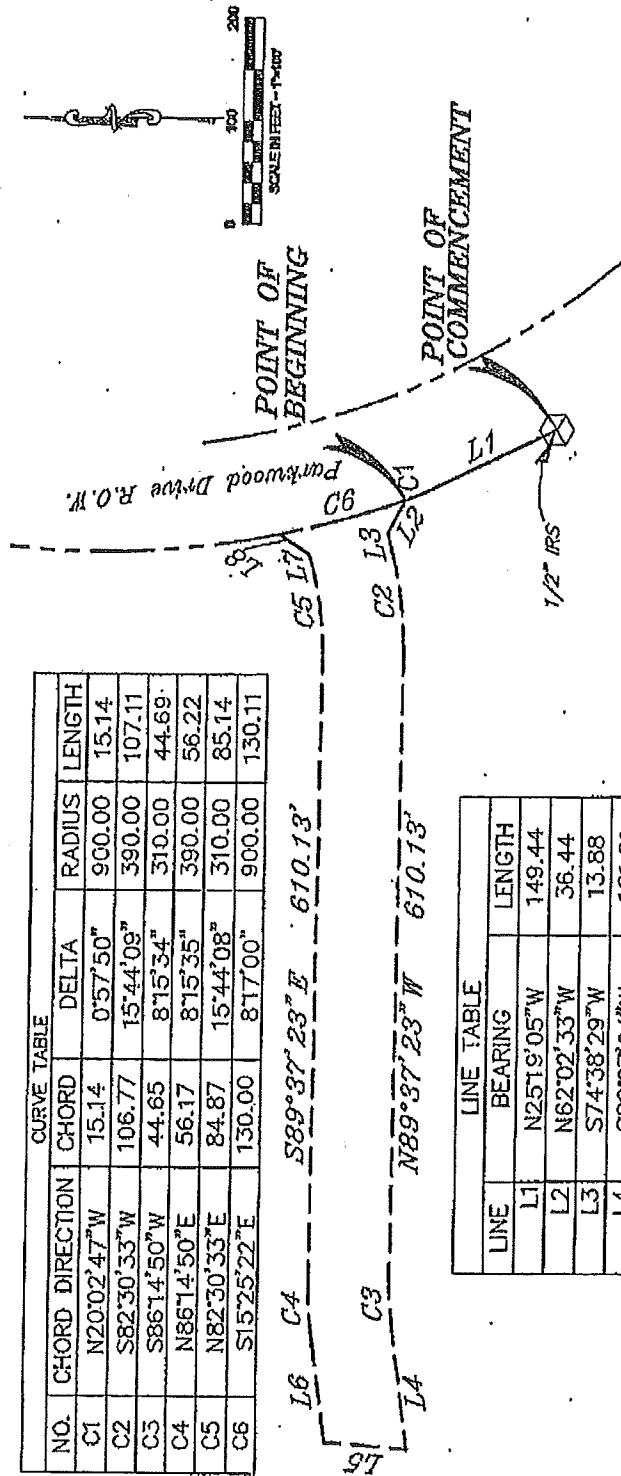
Exhibit B -- Permitted Exceptions

EXHIBIT F

CORRIDOR PARCEL DESCRIPTION

CURVE TABLE				
NO.	CHORD DIRECTION	CHORD	DELTA	RADIUS LENGTH
C1	N20°02'47"W	15.14	0°57'50"	900.00 15.14
C2	S82°30'33"W	106.77	15°44'08"	390.00 107.11
C3	S86°14'50"W	44.65	8°15'34"	310.00 44.69
C4	N86°14'50"E	56.17	8°15'35"	390.00 56.22
C5	N82°30'33"E	84.87	15°44'08"	310.00 85.14
C6	S15°25'22"E	130.00	8°17'00"	900.00 130.11

LINE TABLE		
LINE	BEARING	LENGTH
L1	N25°19'05"W	149.44
L2	N62°02'33"W	36.44
L3	S74°38'29"W	13.88
L4	S82°07'04"W	121.91
L5	N05°02'58"E	82.08
L6	N82°07'04"E	103.54
L7	N74°38'29"E	13.79
L8	N31°15'43"E	36.40



# BASIS OF BEARING:

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: A METES & BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS EXHIBIT.

SHEET 1 of 2

PROPOSED BY CORPUS PARCEL TO  
LOT 1 BLOCK A  
STEWART CREEK BUSINESS PARK ADDITION  
PATE: 00851979-0001 (08/02/2019) 11/01/2019

CITY OF FRISCO  
11300 RESEARCH RD. #172 7501-5821  
FRISCO, TX 75033 PK. #172 751-4900

IDEATED: CAD  
DATE: 08/03/12  
SCALE: 1"=100'

**DESCRIPTION OF PROPOSED 80' CORRIDOR  
PARCEL TO PROPOSED LOT 1 BLOCK A IN  
STEWART CREEK BUSINESS PARK ADDITION**

STATE OF TEXAS  
COUNTY OF COLLIN

BEING a tract of land situated in the L.H. McNeil Survey, Abstract No. 616, entirely in the City of Frisco, Collin County, Texas, being part of a 68.44 acre tract of land according to Collin County Deed Record Document Volume 1769, Page 289, dated 10/26/03, Collin County, Texas, and being more particularly described as follows:

**COMMENCING** from a 1/4" iron rod set for corner, said corner being a non-tangential point on the west line of a 5.09 acre tract of land described in a warranty deed conveying to Gould, Inc., as described in Volume 1599, page 923, of the Deed Records of Collin County, Texas and also being the East line of Fifth Street as described in Exhibit 4-C of a 100' Right of Way Agreement described in Document No. 94-0099428;

**THENCE** North 25°19'05" West along the westerly said Right of way, a distance of 149.44 feet to a point;

Thence, along a tangent curve to the right with a radius of 900.00 feet, a central angle of 00°57'50", the chord of which bears North 20°02'47" West for a distance of 15.14 feet; Thence along the arc of said curve for a distance of 15.14 feet to a point, said point being the **POINT OF BEGINNING**;

**THENCE** North 62°02'33" West, a distance of 38.44 feet to a point;

**THENCE** South 74°38'29" West, a distance of 13.88 feet to a point;

Thence, along a tangent curve to the right with a radius of 390.00 feet, a tangent length of 53.89 feet, a central angle of 15°44'09", the radius of which bears North 15°21'31" West, the chord of which bears South 82°30'33" West for a distance of 106.77 feet; Thence along the arc of said curve for a distance of 107.11 feet to a point;

**THENCE** North 89°37'23" West, a distance of 610.13 feet to a point;

Thence, along a tangent curve to the left with a radius of 310.00 feet, a tangent length of 22.38 feet, a central angle of 8°15'34", the radius of which bears South 00°22'37" West, the chord of which bears South 86°14'50" West for a distance of 44.85 feet; Thence along the arc of said curve for a distance of 44.09 feet to a point;

**THENCE** South 82°07'04" West, a distance of 121.91 feet to a point, said point being in the easterly line of a proposed Lot 1, Block A of a preliminary conveyance plat of Stewart Creek Business Park Addition;

**THENCE** North 05°02'55" East along the easterly line of the said lot, a distance of 62.09 feet to a point;

**THENCE** North 82°07'04" East, a distance of 103.54 feet to a point;

Thence, along a tangent curve to the right with a radius of 390.00 feet, a tangent length of 29.18 feet, a central angle of 8°15'35", the radius of which bears South 07°52'57" East, the chord of which bears North 86°14'50" East for a distance of 58.17 feet; Thence along the arc of said curve for a distance of 50.22 feet to a point;

**THENCE** South 89°37'23" East, a distance of 610.13 feet to a point;

Thence, along a tangent curve to the left with a radius of 310.00 feet, a tangent length of 42.84 feet, a central angle of 15°44'08", the radius of which bears North 00°22'37" East, the chord of which bears North 82°30'33" East for a distance of 84.87 feet; Thence along the arc of said curve for a distance of 85.14 feet to a point;

**THENCE** North 74°38'29" East, a distance of 13.79 feet to a point;

**THENCE** North 31°15'43" East, a distance of 38.40 feet to a point in the westerly said Right of Way;

Thence, along a non-tangent curve to the left having a radius of 900.000 feet, a central angle of 0°17'00", a tangent length of 65.170 feet, the long chord of which bears South 15°25'22" East for a distance of 130.000 feet with a radial line in of North 70°43'06" East and a radial line out of South 70°28'06" West for an arc length of 130.113 feet to a point being the **PLACE OF BEGINNING** and containing 1.88 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: A GRAPHICAL DEPICTION OF EVEN  
DATE ACCOMPANIES THIS DESCRIPTION.

SHEET 2 of 2

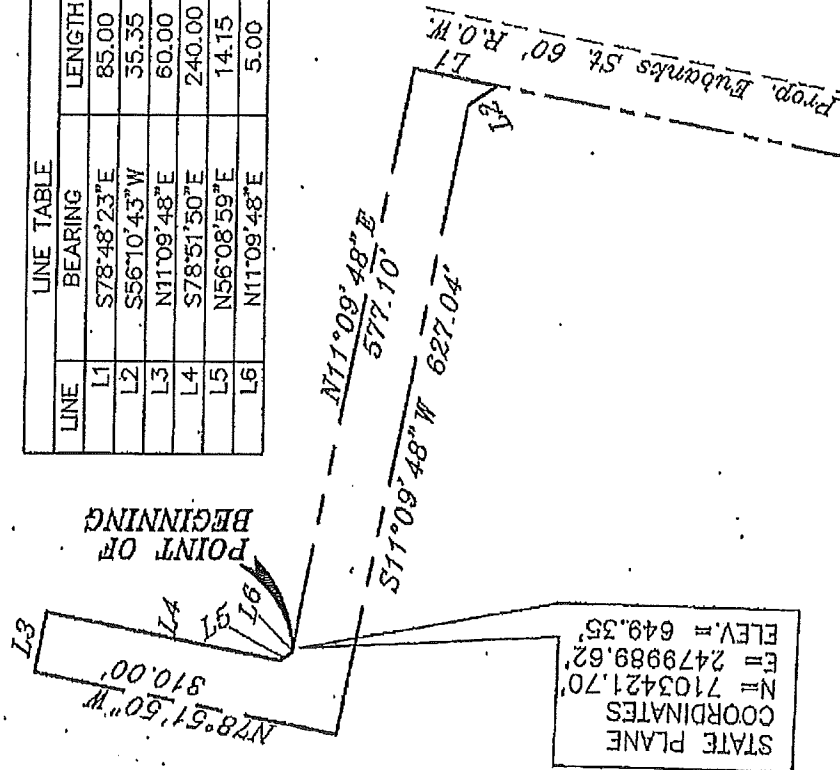
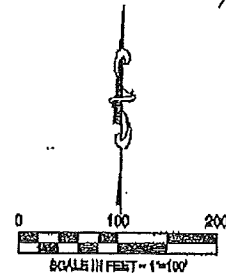
CITY OF FRISCO  
11300 RESEARCH RD. (972) 292-5821  
FRISCO, TX. 76033 FX. (972) 731-4960

**DRAWN:** CAD  
**DATE:** 6/3/12

**PATH:** C:\JOBS\CP12-XXXX\CORRIDOR\PARCEL-D.DWG



LINE TABLE		
LINE	BEARING	LENGTH
L1	S78°48'23"E	85.00
L2	S56°10'43"W	35.35
L3	N11°09'48"E	60.00
L4	S78°51'50"E	240.00
L5	N56°08'59"E	14.15
L6	N11°09'48"E	5.00



# BASIS OF BEARING:

Bearings are based on the City of Frisco Geodetic Control Monuments Nos. 1 & C283 and on the State Plane NAD 83 coordinates established by RTK method using Geoshack Data RTK Network.

NOTE: A METES & BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS EXHIBIT.

SHEET 1 of 2

PROPOSED 80' CORRIDOR PARCEL TO LOT 1 BLOCK A STEWART CREEK BUSINESS PARK ADDITION

CITY OF FRISCO  
11800 RESEARCH RD. (872) 282-3821  
FRISCO, TX 75033 FAX (872) 731-4680

DRAWN: CMO  
DATE: 05/03/12  
SCALE: 1"=100'

**DESCRIPTION OF PROPOSED 60' CORRIDOR  
PARCEL TO PROPOSED LOT 1 BLOCK A IN  
STEWART CREEK BUSINESS PARK ADDITION**

STATE OF TEXAS  
COUNTY OF COLLIN

BEING a tract of land situated in the L.H. McNeil Survey, Abstract No. 818, 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 1789, Page 299, dated 1/28/88, 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. 93-0017953, dated 3/1/93, Collin County, Texas;

THENCE North 11°09'48" East, a distance of 577.10 feet to the prescriptive 60' right of way of Eubanks Street to a point;

THENCE South 78°48'23" East along the southerly line of said right of way, a distance of 85.00 feet to a point;

THENCE South 56°10'43" West, a distance of 35.36 feet to a point;

THENCE South 11°09'48" West, a distance of 827.04 feet to a point;

THENCE North 78°51'50" West, a distance of 310.00 feet to the proposed Lot 1, Block A of the Preliminary Conveyance Plat for Stewart Creek Business Park Addition to a point;

THENCE North 11°09'48" East, a distance of 60.00 feet to a point;

THENCE South 78°51'50" East, a distance of 240.00 feet to a point;

THENCE North 58°08'59" East, a distance of 14.15 feet to a point;

THENCE North 11°09'48" East, a distance of 5.00 feet to a 1/2" found iron rod to the PLACE OF BEGINNING and containing 1.25 acres of land, more or less.

BASIS OF BEARINGS:

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

NOTE: A GRAPHICAL DEPICTION OF EVEN  
DATE ACCOMPANIES THIS DESCRIPTION.

SHEET 2 of 2

CITY OF FRISCO  
11300 RESEARCH RD. (972) 292-5821  
FRISCO, TX. 75033 FX. (972) 731-4960

DRAWN: CAD  
DATE: 6/3/12

PATH: C:\JOBS\CP12-XXXX\CORRIDOR\PARCEL-A.DWG

EXHIBIT G

FORM OF ACCESS EASEMENT

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER."

AFTER RECORDING, RETURN TO:

Engineering Department

City of Frisco, Texas

6101 Frisco Square Blvd.; 3<sup>rd</sup> Floor East

Frisco, Texas 75034

STREET EASEMENT

---

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

That EXIDE TECHNOLOGIES doing business in Texas as EXIDE TECHNOLOGIES, INC., a Delaware corporation ("Grantor"), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the \_\_\_\_\_ ("Grantee") the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and

perpetually maintain street and roadway facilities ("Facilities"), together with all incidental improvements, in, upon and across certain real property owned by Grantor and located in the City of Frisco, Denton County, Texas, as more particularly described in and depicted on Exhibits "A" and "B", respectively, attached hereto and incorporated herein for all purposes ("Easement Property"). Appurtenances and incidental improvements include, but are not limited to, curbs, gutters, inlets, aprons, traffic signs with or without attached flashing lights, guard rails, sidewalks, buried conduits, buried City utilities, and underground franchise utilities.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof, for the purpose of constructing, reconstructing, operating, repairing, re-building, replacing, relocating, altering, removing and perpetually maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee is unable to access the Easement Property due to physical barriers or conditions, then the Grantee, its successors and assigns, shall have, and are hereby granted, the right of ingress and egress over that portion of the Grantor's adjacent property within fifteen feet (15') of the

Basement Property as is reasonably necessary to and for the limited purpose of accessing the Basement Property herein granted ("Ingress/Egress Basement").

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising. Grantee will not unreasonably deny a request to encroach on the Easement Property.

Further, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities.

Grantor and Grantee agree to reasonably cooperate and coordinate in the scheduling of Grantee's initial construction of the Facilities and any subsequent modifications thereto to avoid interference, to the extent possible, with Grantor's activities on Grantor's adjacent property. Grantee shall afford Grantor at least 60 days' prior written notice of the proposed schedule for

construction of the Facilities and consult with Grantor concerning such schedule to minimize interference with Grantor's activities on its adjacent property. Prior to initiation of construction of the Facilities, Grantor shall have the right, at no cost to Grantor, to request changes in the location and configuration of the Easement Property to accommodate Grantor's activities on its adjacent property, and Grantee shall coordinate with Grantor to make such changes provided the location and size of the Easement Property would not be changed in any material respect. Grantor shall have the right following construction of the Facilities to relocate the Facilities within the Easement Property, provided such relocation shall be conducted by Grantee and shall be at the cost of Grantor.

Grantor shall have the right to cross the Facilities constructed by Grantee with vehicle and equipment to access Grantor's adjoining property. Grantee shall design and construct the Facilities in consultation with Grantor to allow Grantor to have access across the Facilities, including any required curb cuts, median openings and signage.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this \_\_\_\_ day of \_\_\_\_\_, 2012.

**GRANTOR:**

EXIDE TECHNOLOGIES doing business in Texas as EXIDE TECHNOLOGIES, INC.,  
a Delaware corporation

By: \_\_\_\_\_,

a \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

AGREED AND ACCEPTED:

By: \_\_\_\_\_



THE STATE OF TEXAS §

§

COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, the \_\_\_\_\_ and duly authorized representative of EXIDE TECHNOLOGIES doing business in Texas as EXIDE TECHNOLOGIES, INC., a Delaware corporation; known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for said \_\_\_\_\_ and \_\_\_\_\_ and he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS §

§

COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_ for and on behalf of \_\_\_\_\_; he acknowledged to me he is the duly authorized representative of the \_\_\_\_\_ and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public in and for the State of Texas

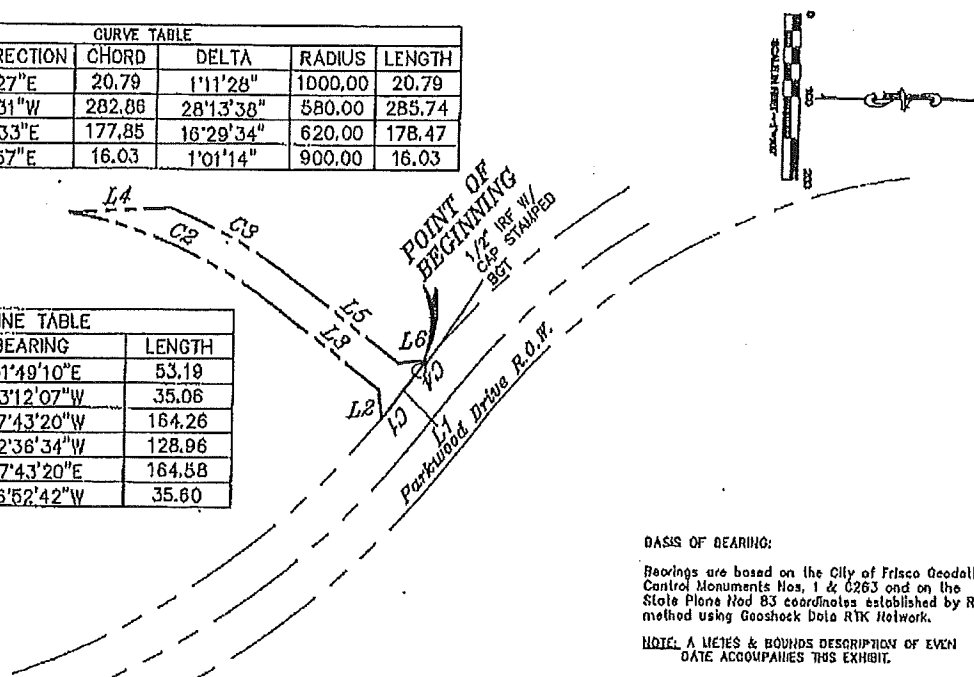
My Commission Expires: \_\_\_\_\_

EXHIBIT H

EAGAN WAY ACCESS EASEMENT DESCRIPTION

CURVE TABLE					
NO.	CHORD DIRECTION	CHORD	DELTA	RADIUS	LENGTH
C1	S51°13'27"E	20.79	1°11'28"	1000.00	20.79
C2	S23°36'31"W	282.88	28°13'38"	580.00	285.74
C3	N29°28'33"E	177.85	16°29'34"	620.00	178.47
C4	S51°16'57"E	16.03	1°01'14"	900.00	16.03

LINE TABLE		
LINE	BEARING	LENGTH
L1	S51°49'10"E	53.19
L2	S83°12'07"W	35.06
L3	S37°43'20"W	164.26
L4	N02°38'34"W	128.96
L5	N37°43'20"E	164.58
L6	N06°52'42"W	35.60



# BASIS OF BEARING:

Bearings are based on the City of Frisco Geodetic Control Monuments Nos. 1 & 6263 and on the State Plane NAD 83 coordinates established by RTK method using Geocheck Data RTK Network.

NOTE: A METES & BOUNDS DESCRIPTION OF EASEMENT ACCOMPANIES THIS EXHIBIT.

SHEET 1 of 2

CITY OF FRISCO  
11900 JUEBANCHI RD. (972) 292-6821  
FRISCO, TX 76033 FAX (972) 731-4900

PROPOSED EASEMENT ACCESS THROUGH  
PROPOSED LOT 4 BLOCK A  
BRYANT CREEK BUSINESS PARK ADDITION  
PATH 00000000-0000000000

DRAWN: CAD  
DATE: 08/04/12  
SCALE: 1"=100'

**DESCRIPTION OF PROPOSED EAGAN WAY ACCESS  
THROUGH LOT 4 BLOCK A  
STEWART CREEK BUSINESS PARK ADDITION**

**STATE OF TEXAS  
COUNTY OF COLLIN**

BEING a parcel of land situated in the L.H. McNeil Survey, Abstract No. 618, and the William McNeil Survey, Abstract No. 691, entirely in the City of Frisco, Collin County, Texas, being part of a 122.3 acre remainder tract of land according to Collin County Deed Record Document No. 92-0009197, dated 2/12/02, Collin County, Texas, and also a 8.58 acre tract of land described as Tract No. 1 according to Collin County Deed Record Document No. 94-0040129, dated 4/28/94, Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at a 1/2" iron rod found with a cap stamped BGT in the westerly 100' Right of Way of Parkwood Blvd. as described in a Right of Way Agreement described in Document No. 94-0099426 according to Collin County Public Record, dated 3/17/94, Collin County, Texas;

**THENCE** South 51°49'10" East along the said westerly right of way, a distance of 53.10 feet to a point;

Thence, along a tangent curve to the right in the said westerly right of way, said curve having a radius of 1000.00 feet, a tangent length of 10.39 feet, a central angle of 1°11'28", the radius of which bears South 38°10'50" West, the chord of which bears South 51°13'27" East for a distance of 20.79 feet; Thence along the arc of said curve for a distance of 20.79 feet to a point;

**THENCE** South 83°12'07" West, a distance of 35.06 feet to a point;

**THENCE** South 37°43'20" West, a distance of 104.26 feet to a point;

Thence, along a tangent curve to the left with a radius of 580.00 feet, a tangent length of 145.63 feet, a central angle of 28°13'36", the radius of which bears South 52°16'40" East, the chord of which bears South 23°36'31" West for a distance of 282.86 feet; Thence along the arc of said curve for a distance of 285.74 feet to a point, said point being in proposed Lot 5, Block A as shown in the preliminary conveyance plat for the Stewart Creek Business Park Addition;

**THENCE** North 02°38'34" West along the easterly line of said lot, a distance of 128.00 feet to a point;

Thence, along a non-tangent curve to the right having a radius of 620.00 feet, a central angle of 16°20'34", a tangent length of 89.86 feet, the long chord of which bears North 29°28'33" East for a distance of 177.85 feet with a radial line in of South 68°46'14" East and a radial line out of North 52°16'40" West for an arc length of 178.47 feet to a point;

**THENCE** North 37°43'20" East, a distance of 104.50 feet to a point;

**THENCE** North 06°52'42" West, a distance of 35.00 feet to a point in the said right of way;

Thence, along a non-tangent curve to the left within the said westerly right of way, said curve having a radius of 900.00 feet, a central angle of 1°01'14", a tangent length of 8.02 feet, the long chord of which bears South 51°16'57" East for a distance of 16.03 feet with a radial line in of North 39°13'40" East and a radial line out of South 38°12'28" West for an arc length of 16.03 feet to the PLACE OF BEGINNING and containing 0.40 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: A GRAPHICAL DEPICTION OF EVEN  
DATE ACCOMPANIES THIS DESCRIPTION.**

SHEET 2 of 2

**CITY OF FRISCO**  
11300 RESEARCH RD. (972) 292-5821  
FRISCO, TX. 76033 FX. (972) 731-4960

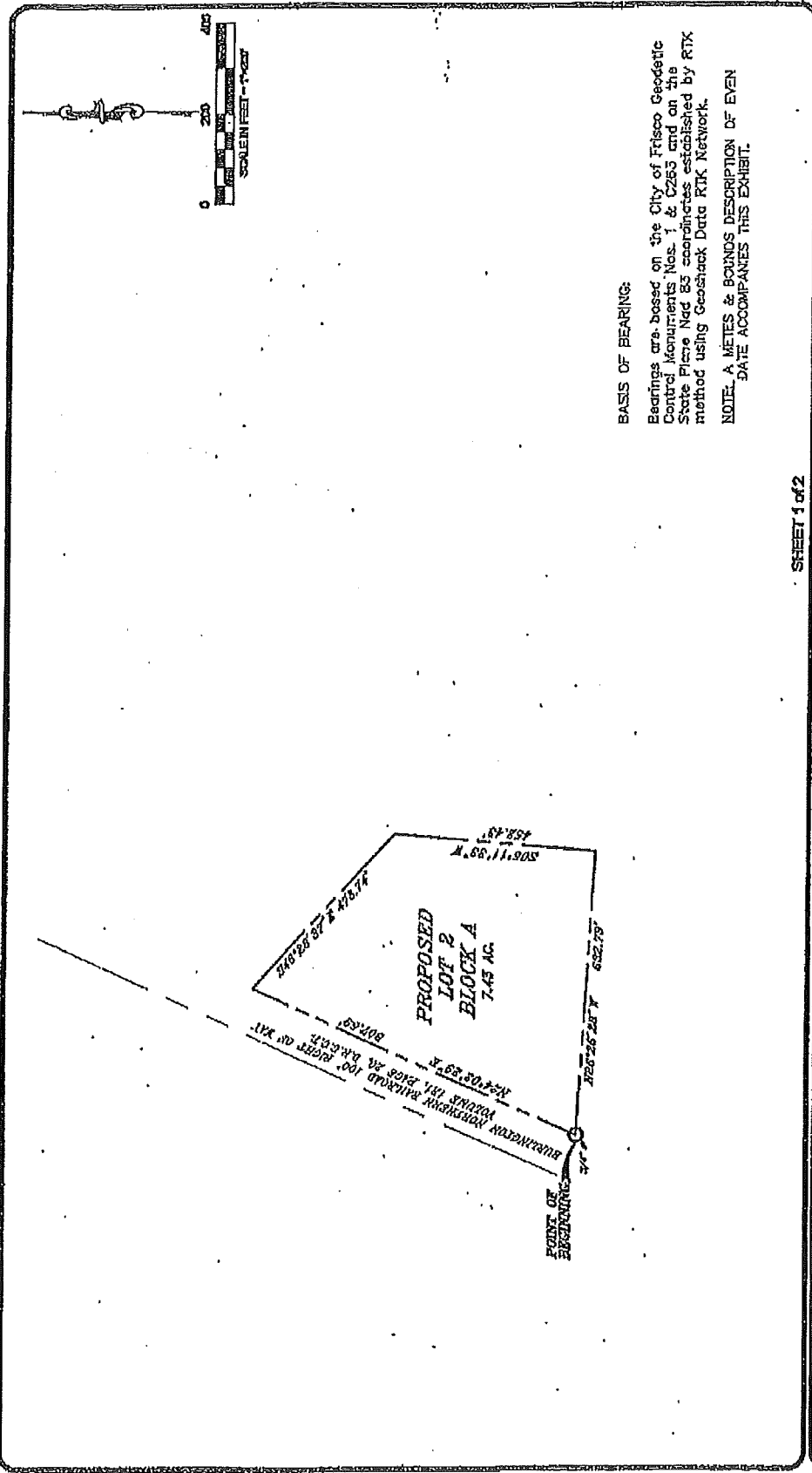
**PATH:** C:\JOBS\CP12-XXXX\EAGANWAY.DWG

**DRAWN:** CAD

**DATE:** 6/4/12

EXHIBIT I-1

LAKE PARCEL DESCRIPTION



**BASIS OF BEARING:**

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 Geosack Data RTK Network.

NOTE: A METES & BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS EXHIBIT.



SHEET 1 of 2

<b>CITY OF FRISCO</b> 1500 RESEARCH RD. #972 200-8821 FRISCO, TX 75033 EX. (972) 731-9933	PROPOSED LOT 2, BLOCK A STEWART CREEK BUSINESS PARK ADDITION PLAT 24-00000-001-00000-00000	DRAWN: C&D DATE: 05/01/12 SCALE: 1"=200'
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**DESCRIPTION OF PROPOSED LOT 2 BLOCK A  
STEWART CREEK BUSINESS PARK ADDITION**

STATE OF TEXAS  
COUNTY OF COLLIN

BEING part of a 55.48 acre tract of land situated in the L.H. McVell SURVEY, Abstract No. 818, City of Frisco, Collin County, Texas, said tract described in Collin County Deed Record Volume 2034, Page 751, dated 11/8/84, Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at a 3/4" pipe found for the southwest corner of the tract of land described above, said pipe also being in the eastern one hundred foot (100') Right of Way of Burlington Northern Rail Road according to Collin County Deed Record Volume 121, page 20, Collin County, Texas, said pipe also being in the northwest corner of a tract of land describe in Collin County Deed Record Volume 3154, page 620, Collin Court, dated 10/25/89, Collin County, Texas;

**THENCE** North 24°02'28" East, 807.580 feet along the eastern Right of Way of Burlington Northern Rail Road according to Collin County Deed Record Volume 121, Page 20, Collin County, Texas to a point for corner;

**THENCE** South 48°28'37" East, 473.738 feet;

**THENCE** South 05°11'33" West, 452.431 feet;

**THENCE** North 86°28'28" West, 832.788 feet to a 3/4" pipe found for the PLACE OF BEGINNING and containing 7.43 acres of land, more or less.

**BASIS OF BEARINGS:**

Bearings are based on the City of Frisco Geodetic Control Monumenta Nos. 1 & C203 and on the State Plane Nad 83 coordinates established by RTK method using Geoshack Data RTK Network.

NOTE: A GRAPHICAL DEPICTION OF EVEN  
DATE ACCOMPANIES THIS DESCRIPTION.

SHEET 2 of 2

CITY OF FRISCO  
11300 RESEARCH RD. (972) 292-5821  
FRISCO, TX. 75033 FX. (972) 731-4900

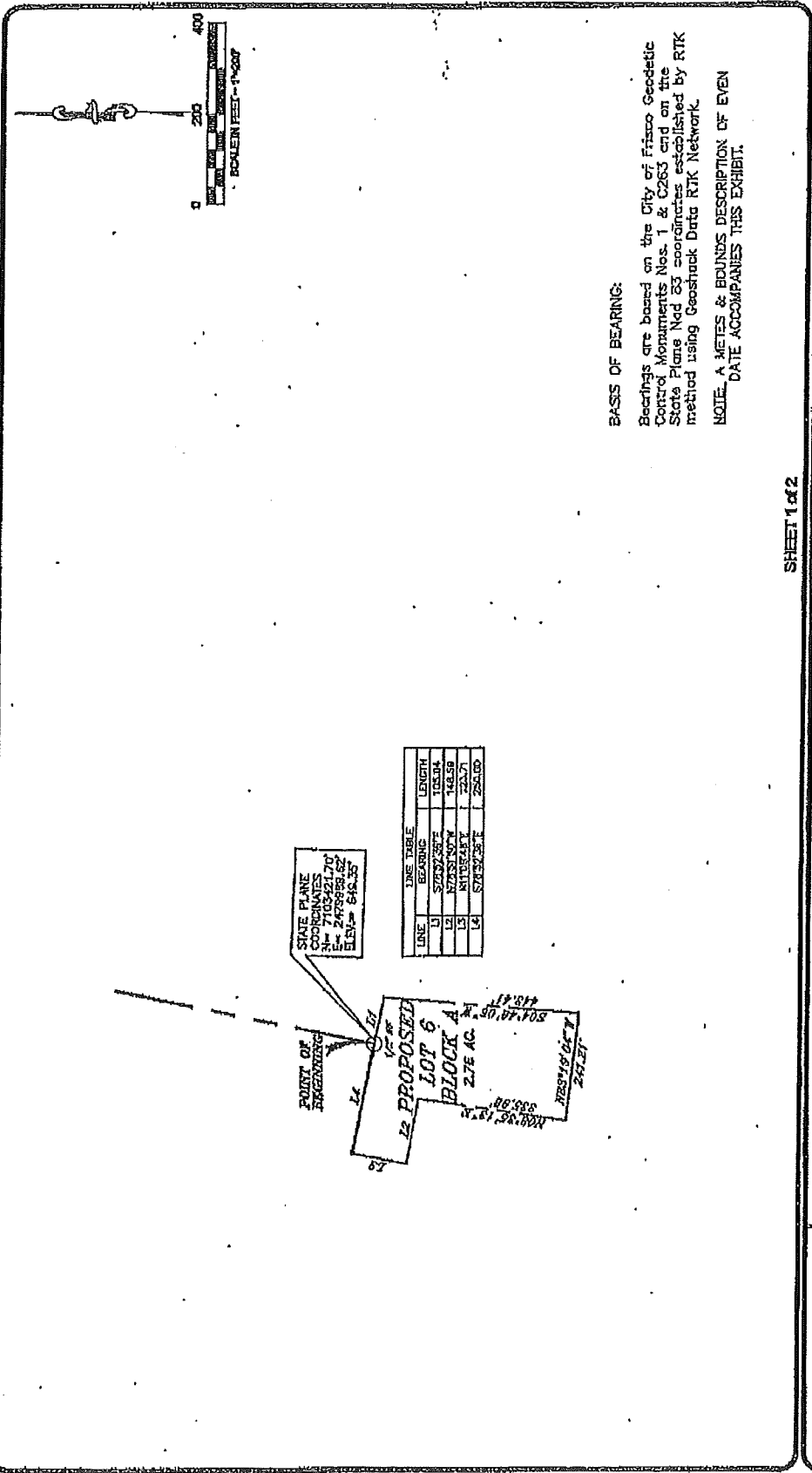
PATH: G:\JOBS\CP12-XXXX\LOT2-BLOCKA.DWG

**DRAWN:** CAD  
**DATE:** 6/1/12



EXHIBIT I-2

POND PARCEL DESCRIPTION



**BASE OF BEARING:**  
 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: A METES & BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS EXHIBIT.

SHEET 1 of 2

CITY OF FRISCO 11000 RESEARCH RD. (972) 550-6521 FRISCO, TX 76033 JX (972) 751-6930	PROPOSED LOT 6 BLOCK A STEWART CREEK BUSINESS PARK ADDITION PAULEY DRIVE (972) 550-6521	DRAWN: CAG DATE: 06/01/12 SCALE: 1"=200'
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**DESCRIPTION OF PROPOSED LOT 6 BLOCK A  
STEWART CREEK BUSINESS PARK ADDITION**

STATE OF TEXAS  
COUNTY OF COLLIN

BEING part out of a remainder tract of land out of the L.H. McNEIL SURVEY, Abstract No. 818, City of Frisco, Collin County, Texas, being part out of a tract described as "Tract One" according to Collin County Deed Record Volume 1789, Page 299, dated 10/28/89, 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. 03-0017853, dated 3/1/03, Collin County, Texas;

THENCE South 78°52'36" East, 105.04 feet to a point for corner;  
THENCE South 04°48'08" West, 443.41 feet to point for corner;  
THENCE North 83°19'04" West, 241.21 feet to point for corner;  
THENCE North 8°35'13" East, 335.88 feet to point for corner;  
THENCE North 78°51'50" West, 148.59 feet to point for corner;  
THENCE North 11°09'48" East, 123.71 feet to point for corner;

THENCE South 78°52'36" West along the south line of a parcel of land described in a Deed according to Collin County Public Record Document No. 03-0017853, dated 3/1/03, Collin County, Texas; a distance of 250.00 feet to the PLACE OF BEGINNING and containing 2.70 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 Geosack Data RTK Network.

NOTE: A GRAPHICAL DEPICTION OF EVEN  
DATE ACCOMPANIES THIS DESCRIPTION.

SHEET 2 of 2

CITY OF FRISCO  
11300 RESEARCH RD. (972) 292-5021  
FRISCO, TX. 75033 FX. (972) 731-4980

PATH: G:\JOBS\CP12-XXXX\LOT6-BLOCKA.DWG

DRAWN: CAD  
DATE: 6/1/12

EXHIBIT J

BOARD OF DIRECTORS RESOLUTIONS

RESOLUTIONS APPROVING SETTLEMENT AGREEMENT

**RESOLVED**, that Exide Technologies, a Delaware corporation (the "*Company*"), be, and it hereby is, authorized, empowered and directed to negotiate and enter into a master settlement agreement (the "*Settlement Agreement*") substantially on the terms and conditions outlined in the terms presented to the City of Frisco, Texas, a local governmental authority ("*Frisco*"), the Frisco Economic Development Corporation, a Texas non-profit corporation ("*EDC*"), and the Frisco Community Development Corporation, a Texas non-profit corporation ("*CDC*"); and, together with Frisco and EDC, the "*Frisco Parties*") related to the real property located at 7471 South 5th Street, Frisco, Texas to (a) resolve disputes among the parties related to the J Parcel (as defined in the Settlement Agreement) and the Bowtie Parcel (as defined in the Settlement Agreement) and (b) convey the EDC Tract, the CDC Tract, the Lake Parcel and the Pond Parcel (each as defined in the Settlement Agreement") to the Frisco Parties; and be it further

**RESOLVED**, that, based on an independent appraisal, together with presentations made by, and discussions with, management of the Company, the Board of Directors has concluded that the consideration, including any cash and other consideration described, to be received by the Company from the Frisco Parties for the conveyance of the EDC Tract, the CDC Tract, the Lake Parcel, and the Pond Parcel is at least equal to the aggregate fair market value (as such term is defined in the Indenture, dated as of January 25, 2011 (the "*Indenture*"), by and between the Company and Wells Fargo Bank, National Association (the "*Collateral Agent*") of the EDC Tract, the CDC Tract, the Lake Parcel, the Pond Parcel, collectively; and be it further

**RESOLVED**, that, to the extent required by the Indenture at the time of receipt, all Net Cash Proceeds (as defined in the Indenture) received by the Company as consideration for the EDC Tract, the CDC Tract, the Lake Parcel, and the Pond Parcel shall be paid directly to the Collateral Agent for deposit into the Collateral Account (as defined in the Indenture) pending application in accordance with the terms of Section 4.12 of the Indenture; and be it further

**RESOLVED**, that the Chairman of the Board, Chief Executive Officer, Executive Vice President and Chief Financial Officer, Executive Vice President and General Counsel, Vice President, Deputy General Counsel and Corporate Secretary and Vice President, Treasurer (each, an "*Authorized Officer*" and, collectively, the "*Authorized Officers*") be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company and under its corporate seal if so required, subject to the limitations set forth herein, to execute, acknowledge and deliver the Settlement Agreement, substantially on the terms and conditions as set forth in the Term Sheet, with such changes therein, additions thereto or omissions therefrom as such Authorized Officer executing the same shall approve and deem necessary advisable and appropriate, such Authorized Officer's execution thereof to be conclusive evidence of such approval and the necessity, advisability and appropriateness thereof; and be it further

**RESOLVED**, that the Authorized Officers be, and each of them hereby is, authorized,

empowered and directed, in the name and on behalf of the Company, to determine the form, terms and conditions of all other agreements, instruments and certificates related to the Settlement Agreement, and that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to execute, acknowledge and deliver such other agreements, instruments and certificates, substantially on the terms and conditions as presented, with such changes therein, additions thereto or omissions therefrom as such Authorized Officer executing, acknowledging or delivering the same shall approve and deem necessary advisable and appropriate, such Authorized Officer's execution thereof to be conclusive evidence of such approval and the necessity, advisability and appropriateness thereof; and be it further

**RESOLVED**, that, in connection with the execution of the Settlement Agreement, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to prepare or cause to be prepared, to execute, acknowledge and deliver and to cause the Company to perform under, any and all of the documents, instruments, and certificates required in connection with the release by the Collateral Agent or any other secured party of any mortgages, leasehold mortgages, deeds of trust, security agreements relating the EDC Tract, the CDC Tract, the Lake Parcel, the Pond Parcel or any other assets or property of the Company disposed of in connection therewith in such form and containing such terms and conditions as the such Authorized Officer shall approve and deem necessary, advisable and appropriate, with such changes therein, additions thereto or omissions therefrom as such Authorized Officer executing the same shall approve and deem necessary, advisable and appropriate, such Authorized Officer's execution and delivery thereof to be conclusive evidence of such approval and the necessity, advisability and appropriateness thereof; and be it further

#### GENERAL AUTHORIZING RESOLUTIONS

**RESOLVED**, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to certify as having been adopted by the Board, any and all other resolutions necessary, advisable or appropriate to consummate the transactions contemplated by the foregoing resolutions; provided that the Corporate Secretary shall include a copy of any such resolutions certified pursuant to the authority given in this resolution with the corporate record book of the Company; and be it further

**RESOLVED**, that the Corporate Secretary of the Company and any other officer of the Company be, and each of them hereby is, authorized and directed, in the name and on behalf of the Company, to certify and to furnish such copies as may be necessary of these resolutions and such statements as to the incumbency of the corporate officers of the Company, under the corporate seal or otherwise, as may be requested; and be it further

**RESOLVED**, that the Authorized Officers be, and each of them hereby is, authorized, in the name and on behalf of the Company, to make all payments and incur all expenses in connection with any transaction contemplated by these resolutions as they, or any of them, shall determine to be appropriate, such payment to be conclusive evidence of such determination; and be it further

**RESOLVED**, that any and all actions previously taken or caused to be taken by the Authorized Officers, or any of them, in connection with any of the matters contemplated by any of the foregoing resolutions, are hereby acknowledged to be duly authorized acts and deeds performed on behalf of the Company and are hereby approved, adopted, accepted, confirmed and ratified in all respects; and be it further

**RESOLVED**, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company and under its corporate seal where required, to execute, acknowledge and deliver such additional agreements, instruments and documents, and to take or cause to be taken such other actions, as such Authorized Officer shall approve and deem necessary, advisable and appropriate to implement the purposes and intent of the foregoing resolutions, each such agreement, instrument and document to be on the terms and subject to the conditions, and to contain such terms and conditions, consistent with the foregoing resolutions, as the Authorized Officer executing the same may approve and deem necessary, advisable and appropriate, such Authorized Officer's execution, acknowledgement, delivery or taking of such action to be conclusive evidence of such approval and the necessity, advisability and appropriateness thereof.

EXHIBIT K

ENVIRONMENTAL INSURANCE POLICY COVERAGES

1. The insurance policy will be issued by a carrier agreed upon by the Parties and will have a policy term of 10 years.
2. The insurance policy will contain per occurrence and aggregate limits of at least \$10,000,000.
3. The insurance policy shall have a deductible in an amount not to exceed the sum of \$10,000.00.
4. The insurance policy will provide coverage for the following:
  - a. Onsite clean-up of pre-existing conditions;
  - b. Third-party claims for clean-up costs for non-owned locations;
  - c. Third-party claims for offsite clean-up (pre-existing conditions);
  - d. Third-party claims for clean-up costs for non-owned locations;which coverage can also be described as follows:
  - (i) Preexisting conditions coverage arising from an insured location:
    - (x) Third party claims made during the policy period (environmental damage or emergency response costs); and
    - (y) Environmental damage or emergency response expense (discovered during the policy period).
  - (ii) Non-owned locations: Claims for environmental damage or emergency response costs at a third party disposal site.
5. EDC will be named insured as to the EDC Parcel, CDC will be named insured as to the CDC Parcel, and Exide will be included as the additional insured, or to the extent such coverage is available, the additional named insured for both the EDC Parcel and the CDC Parcel.
6. The insurance policy shall provide that renewal notices shall be sent to EDC, CDC and Exide.
7. The terms of any exclusions shall be reasonably agreed upon by the Parties.
8. The cost of the insurance policy, including all premiums, broker fees and taxes, shall not exceed \$250,000 in the aggregate.

EXHIBIT L

PRELIMINARY DRAFT OF CONVEYANCE PLAT



