Appendix F

Exide Technologies Consent Decree: Civil Action No. 15-cv-433

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IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

UNITED STATES OF AMERICA and the STATE OF INDIANA

Plaintiffs,

v.

EXIDE TECHNOLOGIES
(d/b/a EXIDE TECHNOLOGIES, INC.),

Defendant.

Civil Action No. 15-433

CONSENT DECREE

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CONSENT DECREE

Plaintiffs, the United States of America (the "United States"), on behalf of the United States Environmental Protection Agency ("EPA"), and the State of Indiana (the "State"), on behalf of the Indiana Department of Environmental Management ("IDEM"), have filed a complaint in this action concurrently with this Consent Decree, alleging that Defendant Exide Technologies (d/b/a Exide Technologies, Inc.) ("Defendant" or "Exide") violated certain federal and state legal requirements applicable to its battery recycling and secondary lead smelting facility in Muncie, Indiana (the "Facility").

The Complaint against Defendant alleges that Exide has operated the Facility in violation of: (1) the Clean Air Act, 42 U.S.C. §§ 7401-7671q, certain implementing regulations promulgated under the Clean Air Act, including the Clean Air Act National Emission Standards for Hazardous Air Pollutants from Secondary Lead Smelting, 40 C.F.R. Part 63, Subpart X, and certain requirements relating to permits issued under Title V of the Clean Air Act; and (2) corresponding requirements under Indiana state law, including the regulations codified in Title 326 of the Indiana Administrative Code.

On June 10, 2013, Exide filed a petition for relief under Chapter 11 of the Bankruptcy Code, which commenced proceedings in the U.S. Bankruptcy Court for the District of Delaware (the Bankruptcy Court") in the case captioned *In re Exide Technologies*, No. 13-11482 (Bankr. D. Del.) (the "Exide Bankruptcy Case").

EPA identified alleged Clean Air Act violations at Exide's Facility in two violation notices: (1) a September 16, 2013, Notice of Violation and Finding of Violation; and (2) an April 17, 2014, Finding of Violation. Those two violation notices are referred to herein collectively as the "EPA Violation Notices." The EPA Violation Notices alleged violations occurring before and after the commencement of the Exide Bankruptcy Case.

As specified below, Exide's entry into this Consent Decree is conditioned on its receipt of Bankruptcy Court approval of the settlement pursuant to Bank. R. 9019. The settlement also will be subject to approval by this Court after a public comment period afforded by the U.S. Department of Justice, as provided below.

Defendant does not admit any liability to the United States or the State arising out of the transactions or occurrences alleged in the Complaint or in the EPA Violation Notices.

The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation among the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I, and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 113(b) of the Clean Air Act, 42 U.S.C. § 7413(b). Pursuant to 28 U.S.C. § 1367, the Court has supplemental jurisdictions over the state law claims asserted by the State. The Court also has jurisdiction over the Parties. Venue lies in this District pursuant to 42 U.S.C. § 7413(b) and 28 U.S.C. §§ 1391(b) and (c) and 1395(a), because the violations alleged in the Complaint are alleged to have occurred in, and Defendant conducts business in, this judicial district. For purposes of this Decree, or any action to enforce this Decree, Defendant consents to the Court's jurisdiction over this Decree and any such action and over Defendant and consents to venue in this judicial district.

2. For purposes of this Consent Decree, Defendant agrees that the Complaint states claims upon which relief may be granted pursuant to Clean Air Act Section 113(b), 42 U.S.C. § 7413(b).

II. APPLICABILITY

3. The obligations of this Consent Decree apply to and are binding upon the United States and the State, and upon Defendant and any successors, assigns, or other entities or persons otherwise bound by law.

4. No transfer of ownership or operation of the Facility, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve Defendant of its obligation to ensure that the terms of the Decree are implemented, unless the transferee and the Parties to this Consent Decree enter into an agreed modification to this Consent Decree stipulating that: (1) the transferee agrees to undertake the obligations required by this Decree and to be substituted for the Defendant as a Party under the Decree and thus be bound by the terms thereof, and (2) the United States and the State consent to relieve Defendant of its obligations. The United States may refuse to approve the substitution of the transferee for Defendant if they determine that the proposed transferee does not possess the requisite technical abilities or financial means to assume the Consent Decree obligations. At least 20 Days prior to such transfer, Defendant shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to United States and the State in accordance with Section XIII (Notices). Any attempt to transfer ownership or operation of the Facility without complying with this Paragraph constitutes a violation of this Decree.

5. Defendant shall provide a copy of this Consent Decree to all officers, employees, and agents whose duties might reasonably include compliance with any provision of this Decree, as well as to any contractor retained to perform work required under this Consent Decree. Defendant shall condition any such contract upon performance of the work in conformity with the terms of this Consent Decree.

6. In any action to enforce this Consent Decree, Defendant shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

III. DEFINITIONS

7. Terms used in this Consent Decree that are defined in the Act or in regulations promulgated pursuant to the Clean Air Act shall have the meanings assigned to them in the Act or such regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

"Complaint" shall mean the complaint filed by the United States and the State in this action.

"Consent Decree" or "Decree" shall mean this Decree.

"Date of Lodging" means the day on which this Consent Decree is lodged with this Court as a proposed settlement, before a public comment period and before this Court's consideration of the Consent Decree.

"Day" shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day.

"Defendant" or "Exide" shall mean Exide Technologies, doing business in Indiana as Exide Technologies, Inc.

"Effective Date" shall have the definition provided in Section XIV.

"EPA" shall mean the United States Environmental Protection Agency and any of its successor departments or agencies.

"EPA Violation Notices" shall mean: (1) the September 16, 2013, Notice of Violation and Finding of Violation attached as Appendix A to this Consent Decree; and (2) the April 17, 2014, Finding of Violation attached as Appendix B to this Consent Decree.

"Facility" shall mean Defendant's battery recycling and secondary lead smelting facility located at 2601 W. Mount Pleasant Boulevard in Muncie, Indiana.

"IDEM" shall mean the Indiana Department of Environmental Management and any of its successor departments or agencies.

"Main Building" shall mean the approximately 600 foot long by 160 foot wide building that contains the Facility's refinery, ingot storage room, furnace room, raw material storage room (bin room), metallics room, and battery breaker room.

"Paragraph" shall mean a portion of this Decree identified by an arabic numeral.

"Parties" shall mean the United States, the State, and Defendant.

"Section" shall mean a portion of this Decree identified by a roman numeral.

"Secondary Lead NESHAP" shall mean the National Emission Standards for Hazardous Air Pollutants from Secondary Lead Smelting, 40 C.F.R. Part 63, Subpart X as well as all relevant General Provisions in 40 C.F.R. Part 63, Subpart A.

"State" shall mean the State of Indiana.

"United States" shall mean the United States of America, acting on behalf of EPA.

IV. CIVIL PENALTY

8. Civil Penalties Payable to the United States

a. Within 30 Days after the Effective Date, Defendant shall pay to the United States the sum of $82,000 as a civil penalty, together with interest accruing from the date on which the Consent Decree is lodged with the Court, at the rate specified in 28 U.S.C. § 1961 as of the Date of Lodging.

b. Within 30 Days after the effective date of an order approving a Plan of Reorganization in the Exide Bankruptcy Case, Defendant shall pay to the United States the additional sum of $164,000 as a civil penalty, together with interest accruing from the date on which the Consent Decree is lodged with the Court, at the rate specified in 28 U.S.C. § 1961 as of the Date of Lodging

c. In addition to the amounts payable under Subparagraphs 8.a and 8.b, the United States on behalf of EPA shall have an allowed claim of $164,000 for alleged pre-petition Clean Air Act violations at the Muncie Facility (the "Allowed EPA Muncie Claim"), to be paid as an allowed general unsecured claim under any approved Plan of Reorganization in the Exide Bankruptcy Case.

9. Defendant shall pay the civil penalty due to the United States by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account, in accordance with instructions provided to Defendant by the Financial Litigation Unit ("FLU") of the United States Attorney's Office for the Southern District of Indiana after the Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System ("CDCS") number, which Defendant shall use to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

Robert Saurer, Plant Manager
Exide Technologies
2601 West Mount Pleasant Blvd.
P.O. Box 2098
Muncie, IN 47302
E-Mail: Robert.Saurer@na.exide.com
Phone: 765-747-9980 ext. 120

on behalf of Defendant. Defendant may change the individual to receive payment instructions on its behalf by providing written notice of such change to the United States in accordance with Section XIII (Notices).

At the time of payment, Defendant shall send notice that payment has been made: (a) to EPA via email at acctsreceivable.cinwd@epa.gov or via regular mail at EPA Cincinnati Finance Office, 26 Martin Luther King Drive, Cincinnati, Ohio 45268; and (b) to the United States via email or regular mail in accordance with Section XIII. Such notice shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in *United States and the State of Indiana v. Exide Technologies* and shall reference the civil action number, CDCS Number and DOJ case number 90-5-2-1-11003.

10. Civil Penalties Payable to the State.

a. Within 30 Days after the Effective Date, Defendant shall pay to the State the sum of $82,000 as a civil penalty, together with interest accruing from the date on which the Consent Decree is lodged with the Court, at the rate specified in 28 U.S.C. § 1961 as of the Date of Lodging.

b. Within 30 Days after the effective date of an order approving a Plan of Reorganization in the Exide Bankruptcy Case, Defendant shall pay to the State the additional sum of $164,000 as a civil penalty, together with interest accruing from the date on which the Consent Decree is lodged with the Court, at the rate specified in 28 U.S.C. § 1961 as of the Date of Lodging

c. In addition to the amounts payable under Subparagraphs 10.a and 10.b, the State on behalf of IDEM shall have an allowed claim of $164,000 for alleged pre-petition Clean Air Act violations at the Muncie Facility (the "Allowed IDEM Muncie Claim"), to be paid as an allowed general unsecured claim under any approved Plan of Reorganization in the Exide Bankruptcy Case.

11. Defendant shall pay the civil penalty due to the State by certified check or checks or cashier's checks made payable to "Environmental Management Special Fund" referencing the name and address of the party making payment, and the civil action number. Defendant shall send the check(s) to:

Indiana Department of Environmental Management
Office of Legal Counsel
IGCN, Rm. N1307
100 North Senate Avenue
Indianapolis, IN 46204

12. The amounts payable under this Section IV in Subparagraphs 8.a, 8.b, 10.a, and 10.b shall be allowed and paid in accordance with those provisions as allowed administrative expense claims in the Exide Bankruptcy pursuant to 11 U.S.C. § 503. The Allowed EPA Muncie Claim (under Subparagraph 8.c) and the Allowed IDEM Muncie Claim (under Subparagraph

10.c) shall receive the same treatment under the Plan of Reorganization, without discrimination, as all other allowed unsecured claims, with all attendant rights provided by the Bankruptcy Code and other applicable law, and shall not be entitled to any priority in distribution over other allowed unsecured claims. In no event shall the Allowed EPA Muncie Claim or the Allowed IDEM Muncie Claim be subordinated to any other allowed unsecured claim pursuant to any provision of the Bankruptcy Code or other applicable law that authorizes or provides for subordination of allowed claims, including, without limitation, Sections 105, 510, and 726(a)(4) of the Bankruptcy Code. The Parties stipulate and agree that the United States and the State shall not be required to file proofs of claim or administrative expense applications in the Exide Bankruptcy Case for the claims that would be allowed and paid under Paragraphs 8 and 10 of this Consent Decree. The United States and the State shall be relieved of any such filing obligation notwithstanding any bar date or deadline set in the Exide Bankruptcy Case, and whether or not this Consent Decree is entered by the district court before any such bar date or deadline. In addition, the Confirmation Order in the Exide Bankruptcy Case shall provide that nothing in the Confirmation Order or Plan of Reorganization shall impair or adversely affect the Defendant's obligations under this Consent Decree; the obligations shall survive confirmation and be fully enforceable against the reorganized debtor, which shall comply with such obligations.

13. Defendant shall not deduct any penalties paid under this Decree pursuant to this Section or Section VII (Stipulated Penalties) in calculating its federal or State or local income tax. The costs of tasks which are not identified expressly in this Consent Decree as penalties and payable to the Plaintiffs shall not be considered penalties subject to this provision

V. COMPLIANCE REQUIREMENTS

A. Main Building Total Enclosure Requirements and Ventilation Improvements

14. Exide shall ensure that the Facility's Main Building serves as a total enclosure that is maintained at negative pressure at all times and is vented to control devices designed to capture lead particulate, assuring compliance with the requirements imposed by the Secondary Lead NESHAP, including 40 C.F.R. § 63.544. Among other requirements, Exide shall: (a) ventilate the total enclosure continuously to ensure negative pressure readings of at least 0.013 millimeters of mercury (0.007 inches of water); and (b) maintain an inward flow of air through all natural draft openings as required by 40 C.F.R. § 63.544.

15. Exide currently ventilates the Main Building through multiple baghouses to control particulate emissions, including the Ventilation Baghouse, the Process Baghouse, the Rotary Dryer Baghouse, the Refinery Baghouse No.1, Bin Room Baghouse No. 1, and Bin Room Baghouse No. 2.

a. Bin Room Baghouse No. 2. Exide recently installed and began operating Bin Room Baghouse No. 2 to enhance the capture and control of emissions from the Main Building, including potential lead emissions from slag crushing equipment and material handling operations in and near the bin room. After the Date of Lodging, Exide shall continue to operate both Bin Room Baghouse No. 1 and Bin Room Baghouse No. 2 at all times that slag crushing is in operation or lead-containing material is being handled

in or near the bin room.

b. Ventilation Assessment.

(1) Within 60 days after the Effective Date, Exide shall submit a written Ventilation Testing Plan for EPA review and approval under Paragraph 29. The Plan shall include a protocol and schedule for testing the ability of the Main Building's existing baghouse ventilation systems to meet all applicable negative pressure requirements under the Secondary Lead NESHAP (the "Ventilation Testing Plan"). The Plan shall provide for independent testing of the ventilation systems by a consultant specified by Exide. The objective shall be to generate data demonstrating the existing system's ability to produce the required continuous negative pressure required by the Secondary Lead NESHAP under any reasonably anticipated operating scenario when any units subject to Secondary Lead NESHAP requirements are in operation.

(2) Exide shall implement the EPA-approved Ventilation Testing Plan in accordance with the requirements set forth in the approved Plan. EPA and the State shall have the right to be present for any testing conducted pursuant to the Plan. Within 60 Days after the Plan has been implemented, Exide shall submit a Ventilation Testing Final Report to EPA and IDEM in accordance with Section XIII (Notices).

(3) If Exide determines that the existing ventilation system lacks the ability to produce the required continuous negative pressure required by the Secondary Lead NESHAP, then Exide shall submit a written Corrective Measures Plan for EPA review and approval under Paragraph 29 within 45 Days after Exide's submission of the Ventilation Testing Final Report. If Exide has not submitted a Corrective Measures Plan within 45 days after Exide's submission of the Ventilation Testing Final Report, and , if EPA determines that the existing ventilation system lacks the ability to produce the required continuous negative pressure required by the Secondary Lead NESHAP, then EPA may issue a written request that Exide submit a written Corrective Measures Plan for EPA review and approval under Paragraph 29 within 45 Days after Exide's receipt of EPA's written request. Any such EPA request shall summarize the data and conditions justifying the request. EPA will consult with Exide in advance before making any EPA request for a Corrective Measures Plan, and the parties shall meet and negotiate in good faith to attempt to reach agreement on the need for additional testing or corrective measures. In any Corrective

Measures Plan required under this Subparagraph, Exide shall describe and justify the proposed corrective measures and the proposed schedule for implementing the corrective measures. Exide shall implement any Corrective Measures Plan as specified by Subparagraph 17.d.

B. Negative Pressure Monitoring, Reporting, and Corrective Measures

16. Exide currently uses a digital differential pressure monitoring system for the Main Building that measures differential pressure at four locations, including one leeward wall monitor, one windward wall monitor, one midpoint monitor on an exterior wall connecting the leeward wall and windward wall, and one additional wall monitor located in the Main Building's breaker room.

17. From the Date of Lodging until termination of this Consent Decree pursuant to Section XVII, Exide shall use a digital differential pressure monitoring system with wall monitors at all four above-described locations to continuously monitor the Main Building total enclosure in accordance with the Secondary Lead NESHAP, including 40 C.F.R. § 63.548(k). Exide shall maintain all records required by 40 C.F.R. §§ 63.550(c)(6) and 63.550(c)(7) for the monitors at all four above-described locations.

a. If the differential pressure monitoring system readings taken at any of the four above-described locations indicate positive pressure or negative pressure of less than 0.013 millimeters of mercury (0.007 inches of water) on a 15-minute block average basis (referred to here as a "Pressure Incident"), then Exide shall:

(1) take immediate action to investigate the Pressure Incident (and any related set of Pressure Incidents that occur close in time);

(2) use best efforts to identify the cause of the Pressure Incident(s) and corrective measures that can be taken to address the cause of the Incident(s) and avoid similar Incidents;

(3) implement any minor corrective measures that can be taken immediately (or document the fact that no corrective measures were required);

(4) identify any major corrective measures that may require additional time to complete; and

(5) document and report all of Exide's findings and responses as required by Subparagraph 17.b.

b. If Exide experiences one or more Pressure Incidents within a given calendar quarter, Exide shall document and report its findings and responses as follows:

(1) Exide shall identify and describe the Pressure Incident(s) in the "Quarterly Deviation and Compliance Monitoring Report" section

of its Title V Quarterly Report for the relevant calendar quarter, providing, for each of the four monitors, the dates of deviation, the duration of deviation, the number of deviations, the probable cause of deviation, and the response steps taken.

(2) For Pressure Incidents that are not due to periodic preventative maintenance or pressure monitor replacement, Exide shall prepare and submit a quarterly Supplemental Pressure Incident Report if Exide cannot provide an adequate description of its findings and responses in its Title V Quarterly Report due to the space and format limitations of the form used for those reports.

(3) In addition to satisfying any reporting and submission requirements under its Title V Permit, until termination of this Consent Decree, Exide shall submit a duplicate copy of each Title V Quarterly Report and a copy of each Supplemental Pressure Incident Report to EPA and IDEM in accordance with Consent Decree Section XIII (Notices). Those submissions shall be made electronically by transmission to the e-mail addresses provided in Section XIII (Notices) by no later than the end of the calendar month following the relevant calendar quarter (*e.g.*, a Report for the quarter from July to September would be due by October 31).

c. Exide shall submit a written Corrective Measures Plan for EPA review and approval under Paragraph 29: (1) within 30 Days after Exide determines that major corrective measures are required to address the cause of one or more Pressure Incidents and avoid similar incidents; or (2) within 45 Days after Exide's receipt of a written request by EPA indicating that major corrective measures may be required to address the cause of or one or more Pressure Incidents and avoid similar incidents, and summarizing the data and conditions justifying the request. EPA will consult with Exide in advance before making any EPA request for a Corrective Measures Plan, and the parties shall meet and negotiate in good faith to attempt to reach agreement on the need for additional testing or corrective measures. In any Corrective Measures Plan required under this Subparagraph, Exide shall describe and justify the proposed corrective measures and the proposed schedule for implementing the corrective measures. Exide shall implement any Corrective Measures Plan as specified by Subparagraph 17.d.

d. Corrective Measures Plan Implementation. Exide shall implement any Corrective Measures Plan required under this Consent Decree as follows:

(1) If EPA approves a Corrective Measures Plan, then Exide shall implement any EPA-approved Corrective Measures Plan in accordance with the requirements and schedule set forth in the approved Plan.

(2) If EPA does not notify Exide in writing within sixty (60) days of receipt of a Corrective Measures Plan that EPA intends to

disapprove all or part of the Plan under Paragraph 29, then the corrective measures and schedule in the proposed Plan shall be deemed acceptable for purposes of compliance with this Subparagraph of this Consent Decree. Under those circumstances, Exide shall implement the Corrective Measures Plan in accordance with the requirements and schedule set forth in the Plan. EPA does not, however, by its failure to disapprove any corrective measure that Exide may take in the future, warrant or aver in any manner that any such corrective measures will result in compliance with the provisions of the Clean Air Act or its implementing regulations.

e. In its semi-annual reports submitted under Paragraph 40, Exide shall include a detailed report on any preventative maintenance, routine maintenance, repair, and or adjustment of the digital differential pressure monitoring equipment used to monitor the Main Building total enclosure.

C. Furnace Exhaust Temperature Monitoring, Records, Standard Operating Procedures, and Installation and Use of an Afterburner

18. Exide recently installed and began operating a new furnace exhaust temperature monitoring device and completed a performance evaluation for the device and a performance test for total hydrocarbon and dioxin/furan emissions from the Facility's blast furnace and reverberatory furnace. After the Date of Lodging, Exide shall maintain and continuously operate its furnace exhaust temperature monitoring device to demonstrate compliance with the Secondary Lead NESHAP, including the continuous temperature monitoring requirements in 40 C.F.R. § 63.548(j)(1) and the temperature maintenance standards for emission of hydrocarbons and dioxins/furans in 40 C.F.R. § 63.548(j)(4).

19. Within 120 Days after the Date of Lodging, Exide shall submit a written Furnace Temperature Recordkeeping Plan for EPA review and approval under Paragraph 29. The Plan shall include systems and procedures for recording the configuration of the furnaces and the corresponding minimum compliance temperature for all 3-hour periods, as required by the Secondary Lead NESHAP, including 40 C.F.R. § 63.548(j)(4). Exide shall implement the EPA-approved Furnace Temperature Recordkeeping Plan in accordance with the requirements set forth in the approved Plan.

20. Exide recently prepared written Standard Operating Procedures designed to minimize emissions of total hydrocarbons for each startup and shutdown scenario anticipated. By no later than 60 Days after the Date of Lodging, Exide shall submit a modified Notification of Compliance Status report indicating that the facility is operating in compliance with its Standard Operating Procedures.

21. By no later than July 31, 2015, Exide shall install and operate an afterburner to increase the furnace exhaust temperature and comply with minimum temperature requirements established pursuant to the Secondary Lead NESHAP for the control of hydrocarbon and

dioxin/furan emissions from the Facility's blast furnace and reverberatory furnace. Exide shall seek modification of its Title V permit for the installation and operation of the afterburner.

22. By no later than December 31, 2015, Exide shall update all applicable written plans and procedures for minimizing emissions in order to reflect installation and use of the afterburner, including the Facility's Operation, Maintenance, and Monitoring Plan and its Standard Operation Procedures to minimize emissions of total hydrocarbons for each startup and shutdown scenario anticipated.

23. Within 90 Days after commencing operation of the afterburner, Exide shall conduct a new performance test for total hydrocarbon and dioxin/furan emissions from the Facility's blast furnace and reverberatory furnace to establish a minimum operating temperature at the afterburner for each operating scenario in accordance with 40 C.F.R. §§ 63.7 and 63.548(j)(3). Exide shall submit a performance test protocol to EPA and IDEM at least 35 Days before the test. Exide shall notify EPA and IDEM of its intent to test on a specific date at least 15 Days before performing the test(s).

24. Within 45 Days after the new performance test for total hydrocarbon and dioxin/furan emission, Exide shall submit to EPA and IDEM a complete report of the performance test for total hydrocarbon and dioxin/furan emissions.

25. If an alternate monitoring method for demonstrating ongoing compliance with the emission standards under 40 C.F.R. § 63.543(c) is approved which does not require maintenance of minimum temperatures set by 40 C.F.R. § 63.548(j), this Consent Decree is not intended to prevent the establishment of requirements implementing the alternate monitoring method for compliance.

D. Requirements for the Rolled Lead Strip ("RLS") Line

26. By no later than 90 Days after the Effective Date, Exide shall conduct a performance test for lead and PM at the RLS Baghouse exhaust, using EPA Methods 5, 201, 202, and 12, to quantify emissions and establish an acceptable pressure drop operating range for the RLS Baghouse and HEPA filters. Exide shall submit the complete testing report to EPA by no later than 60 Days after the testing is complete. Exide shall notify EPA of its intent to test at least 15 Days before performing the test(s).

27. Exide shall comply with the RLS Line Interim Requirements specified in this Paragraph beginning no later than 60 Days after the Effective Date and continuing until the RLS Line has been properly permitted by IDEM in accordance with Paragraph 28. For the RLS Line Interim Requirements: (a) Exide shall use the RLS Baghouse and HEPA filters at all times that the RLS Line or the melting pots at that location are operating; (b) Exide shall monitor and record the pressure drop across the RLS Baghouse and HEPA filters at least once per shift whenever the RLS Line has been operated (or if the RLS Line has not operated during an entire shift, then Exide shall include that information in a recorded notation); (c) Exide shall take immediate corrective action whenever the pressure drop across the RLS Baghouse has fallen outside of the acceptable operating range identified in accordance with the preceding Paragraph

and shall document the corrective actions taken; and (d) Exide shall maintain records of monitoring, maintenance, and repair of the RLS Line air pollution control equipment.

28. By no later than 120 Days after the Effective Date, Exide shall submit a permit application to IDEM to establish RLS Line Permit Requirements. The application shall include potential to emit calculations with and without air pollution control equipment. The application shall specify that Exide shall perform periodic testing – annually for lead and every five years for particulate matter – to demonstrate compliance with the permitted emission limits for those pollutants and to establish baghouse operating parameters. In addition to any other requirements specified by the application or by IDEM, the application shall incorporate the following RLS Line Permit Requirements: (a) Exide shall use the RLS Baghouse and HEPA filters at all times that the RLS Line is operating; (b) Exide shall continuously monitor and record the pressure drop across the RLS Baghouse and HEPA filters whenever the RLS Line is being operated (or if the RLS Line is not being operated, then Exide shall include that information in a recorded notation); (c) Exide shall report any pressure drop deviations to IDEM and Exide shall take immediate corrective action addressing any pressure drop deviation; (d) Exide shall maintain records of monitoring, maintenance, and repair of the RLS Line air pollution control equipment.

E. Approval of Deliverables and Steps to be Taken to Obtain Permits

29. Approval of Deliverables. After review of any plan, report, or other item that is required to be submitted for EPA review and approval pursuant to this Consent Decree, EPA (after consultation with IDEM) shall in writing: (a) approve the submission; (b) approve the submission upon specified conditions; (c) approve part of the submission and disapprove the remainder; or (d) disapprove the submission.

30. If the submission is approved pursuant to Paragraph 29, Defendant shall take all actions required by the plan, report, or other document, in accordance with the schedules and requirements of the plan, report, or other document, as approved. If the submission is conditionally approved or approved only in part pursuant to Paragraph 29(b) or (c), Defendant shall, upon written direction from EPA (after consultation with IDEM), take all actions required by the approved plan, report, or other item that EPA (after consultation with IDEM) determines are technically severable from any disapproved portions, subject to Defendant's right to dispute only the specified conditions or the disapproved portions, under Section IX (Dispute Resolution).

31. If the submission is disapproved in whole or in part pursuant to Paragraph 29(c) or (d), Defendant shall, within 45 days or such other time as the Parties agree to in writing, correct all deficiencies and resubmit the plan, report, or other item, or disapproved portion thereof, for approval, in accordance with the preceding Paragraphs. If the resubmission is approved in whole or in part, Defendant shall proceed in accordance with Paragraph 30.

32. Any stipulated penalties applicable to the original submission, as provided in Section VII, shall accrue during the 45 day period or other specified period, but shall not be payable unless the resubmission is untimely or is disapproved in whole or in part; provided that, if the original submission was so deficient as to constitute a material breach of Defendant's obligations under this Decree, the stipulated penalties applicable to the original submission shall be due and payable notwithstanding any subsequent resubmission.

33. If a resubmitted plan, report, or other item, or portion thereof, is disapproved in whole or in part, EPA (after consultation with IDEM) may again require Defendant to correct any deficiencies, in accordance with the preceding Paragraphs, or EPA may itself correct any deficiencies subject to Defendant's right to invoke Dispute Resolution and the right of EPA and the State to seek stipulated penalties as provided in the preceding Paragraphs.

34. Steps to be Taken to Obtain Permits. Where any compliance obligation under this Section requires Defendant to obtain a federal, state, or local permit or approval, Defendant shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. Defendant may seek relief under the provisions of Section VIII (Force Majeure) for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or approval required to fulfill such obligation, if Defendant has submitted timely and complete applications and has taken all other actions necessary to obtain all such permits or approvals.

VI. REPORTING REQUIREMENTS

35. Semi-Annual Consent Decree Compliance Reports. In addition to the quarterly reports required by Subparagraph 17.b(3) Defendant shall submit the following reports:

a. By July 31st and January 31st of each year after the Date of Lodging until termination of this Decree pursuant to Section XVII, Defendant shall submit a semi-annual report for the preceding six months that shall include: (1) a status report on any ongoing or completed construction projects, corrective measures, and testing efforts required by this Consent Decree; (2) a status report on any permit applications or permits issued for requirements under this Consent Decree; and (3) a description of any problems complying with this Consent Decree, together with implemented or proposed solutions.

b. The report shall also include a description of any non-compliance with the requirements of this Consent Decree and an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, Defendant shall so state in the report. Defendant shall investigate the cause of the violation and shall then submit an amendment to the report, including a full explanation of the cause of the violation, within 30 Days of the Day Defendant becomes aware of the cause of the violation. Nothing in this Paragraph or the following Paragraph relieves Defendant of its obligation to provide the notice required by Section VIII (Force Majeure).

36. Whenever any violation of this Consent Decree or of any applicable permits or any other event affecting Defendant's performance under this Decree, or the performance of its Facility, may pose an immediate threat to the public health or welfare or the environment, Defendant shall notify EPA and IDEM orally or by electronic or facsimile transmission as soon as possible, but no later than 24 hours after Defendant first knew of the violation or event. This procedure is in addition to the requirements set forth in the preceding Paragraph.

37. All reports shall be submitted to the persons designated in Section XIII (Notices).

38. Each report submitted by Defendant under this Section shall be signed by an official of the submitting party and include the following certification:

> I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

39. This certification requirement does not apply to emergency or similar notifications where compliance would be impractical.

40. The reporting requirements of this Consent Decree do not relieve Defendant of any reporting obligations required by the Act or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

41. Any information provided pursuant to this Consent Decree may be used by the United States and the State in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

VII. STIPULATED PENALTIES

42. Defendant shall be liable for stipulated penalties to the United States and the State for violations of this Consent Decree as specified below, unless excused under Section VIII (Force Majeure). A violation includes failing to perform any obligation required by the terms of this Decree, including any work plan or schedule approved under this Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

43. Late Payment of Civil Penalty. If Defendant fails to pay the civil penalty required to be paid under Section IV (Civil Penalty) when due, Defendant shall pay a stipulated penalty of $1,000 per Day for each Day that the payment is late.

44. Total Enclosure Requirements. The following stipulated penalties shall accrue per violation per Day for each violation of a requirement of Paragraph 14:

Penalty Per Violation Per Day	Period of Noncompliance
$500	1st through 14th day
$1,000	15th through 30th day
$3,000	31st day and beyond

45. Ventilation Assessment. The following stipulated penalties shall accrue per violation per Day for each violation of the ventilation assessment requirements in Subparagraph 15.b:

Penalty Per Violation Per Day	Period of Noncompliance
$500	1st through 14th day
$1,000	15th through 30th day
$3,000	31st day and beyond

46. Operation of Baghouses. The following stipulated penalties shall accrue per violation per Day for each violation of the requirement to operate Bin Room Baghouse No. 1, Bin Room Baghouse No. 2, and Refinery Baghouse No. 1, as specified by Subparagraphs 15.a:

Penalty Per Violation Per Day	Period of Noncompliance
$500	1st through 14th day
$1,000	15th through 30th day
$3,000	31st day and beyond

47. Negative Pressure Monitoring, Reporting, and Corrective Measures. The following stipulated penalties shall accrue per violation per Day for each violation of a requirement of Paragraph 17:

Penalty Per Violation Per Day	Period of Noncompliance
$500	1st through 14th day
$1,000	15th through 30th day
$3,000	31st day and beyond

48. Afterburner Installation. The following stipulated penalties shall accrue per violation per Day for each violation of the requirements in Paragraph 21 regarding installation and commencement of operation of an afterburner to increase the exhaust temperature from the Facility's blast furnace and reverberatory furnace:

Penalty Per Violation Per Day	Period of Noncompliance
$2,000	1st through 14th day
$4,000	15th through 30th day
$6,000	31st day and beyond

49. Furnace Exhaust Temperature Monitoring, Recordkeeping, and Standard Operating Procedures. The following stipulated penalties shall accrue per violation per Day for each violation of a requirement of Paragraph 18, 19, 20, 22, 23, or 24:

Penalty Per Violation Per Day	Period of Noncompliance
$500	1st through 14th day
$1,000	15th through 30th day
$2,000	31st day and beyond

50. Furnace Exhaust Temperature Control. The following stipulated penalties shall accrue after October 31, 2015, per violation per Day for each failure to maintain an afterburner or exhaust temperature such that the average temperature in any 3-hour period does not fall more

than 28 °Celsius (50 °Fahrenheit) below the average established by the performance test required by Paragraph 23:

Penalty Per Violation Per Day	Period of Noncompliance
$500	1st through 14th day
$1,000	15th through 30th day
$3,000	31st day and beyond

51. Requirements for the RLS Line. The following stipulated penalties shall accrue per violation per Day for each violation of a requirement of Paragraph 26, 27, or 28:

Penalty Per Violation Per Day	Period of Noncompliance
$500	1st through 14th day
$1,000	15th through 30th day
$2,000	31st day and beyond

52. Reporting Requirements. The following stipulated penalties shall accrue per violation per Day for each violation of the reporting requirements of Section VI:

Penalty Per Violation Per Day	Period of Noncompliance
$500	1st through 14th day
$1,000	15th through 30th day
$2,000	31st day and beyond

53. Stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

54. Defendant shall pay any stipulated penalty within 30 Days of receiving a written demand for stipulated penalties by the United States. The United States shall consult with the State before making any such demand and shall send a copy of the demand to the State. Defendant shall pay 50 percent of the total stipulated penalty amount due to the United States and 50 percent to the State.

55. After consulting with the State, the United States may in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this Consent Decree.

56. Stipulated penalties shall continue to accrue as provided in Paragraph 53, during any Dispute Resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of EPA that is not appealed to the Court, Defendant shall pay accrued penalties determined to be owing, together with interest, to the United States and the State within 30 Days of the effective date of the agreement or the receipt of EPA's decision or order.

b. If the dispute is appealed to the Court and the United States prevails in whole or in part, Defendant shall pay all accrued penalties determined by the Court to be owing, together with interest, within 60 Days of receiving the Court's decision or order, except as provided in subparagraph c, below.

c. If any Party appeals the District Court's decision, Defendant shall pay all accrued penalties determined to be owing, together with interest, within 15 Days of receiving the final appellate court decision.

57. Defendant shall pay stipulated penalties owing to the United States in the manner set forth and with the confirmation notices required by Paragraph 9, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid. Defendant shall pay stipulated penalties owing to the State in the manner set forth in Paragraph 11, and shall provide written notice to the State, in accordance with Section XIII (Notices). The written notice to the State shall state that the payment is for stipulated penalties owed pursuant to the Consent Decree in *United States and the State of Indiana v. Exide Technologies*, shall state the civil action number, and shall state for which violation(s) the penalties are being paid.

58. If Defendant fails to pay stipulated penalties according to the terms of this Consent Decree, Defendant shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States or the State from seeking any remedy otherwise provided by law for Defendant's failure to pay any stipulated penalties.

59. Subject to the provisions of Section XI (Effect of Settlement/Reservation of Rights), the stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States or the State (including, but not limited to, statutory penalties, additional injunctive relief, mitigation or offset measures, and/or contempt) for Defendant's violation of this Consent Decree or applicable law. Where a violation of this Consent Decree is also a violation of the Clean Air Act, its implementing regulations, or corresponding Indiana law, Defendant shall be allowed a credit, for any stipulated penalties paid, against any statutory penalties imposed for such violation.

VIII. FORCE MAJEURE

60. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Defendant, of any entity controlled by Defendant, or of Defendant's contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Defendant's best efforts to fulfill the obligation. The requirement that Defendant exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event (a) as it is occurring and (b) following the potential force majeure, such that the delay and any adverse effects of the delay are minimized. "Force Majeure" does not include Defendant's financial inability to perform any obligation under this Consent Decree.

61. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, Defendant shall provide notice to the United States by an electronic mail message sent to all of the following individuals, within 72 hours of when Defendant first knew that the event might cause a delay:

Eleanor Kane	kane.eleanor@epa.gov
Joanna Glowacki	glowacki.joanna@epa.gov
Randall Stone	randall.stone@usdoj.gov

Within ten (10) days thereafter, Defendant shall provide in writing to the United States and the State an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Defendant's rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of Defendant, such event may cause or contribute to an endangerment to public health, welfare or the environment. Defendant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Defendant from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Defendant shall be deemed to know of any circumstance of which Defendant, any entity controlled by Defendant, or Defendant's contractors knew or should have known.

62. If EPA, after a reasonable opportunity for review and comment by IDEM, agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. EPA will notify Defendant in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

63. If EPA, after a reasonable opportunity for review and comment by IDEM, does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify Defendant in writing of its decision.

64. If Defendant elects to invoke the dispute resolution procedures set forth in Section IX (Dispute Resolution), it shall do so no later than 28 days after receipt of EPA's notice. In any such proceeding, Defendant shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Defendant complied with the requirements of Paragraphs 60 and 61. If Defendant carries

this burden, the delay at issue shall be deemed not to be a violation by Defendant of the affected obligation of this Consent Decree identified to EPA or the State and the Court.

IX. DISPUTE RESOLUTION

65. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. Defendant's failure to seek resolution of a dispute under this Section shall preclude Defendant from raising any such issue as a defense to an action by the United States or the State to enforce any obligation of Defendant arising under this Decree.

66. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Defendant sends a written Notice of Dispute to the United States and the State. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 20 Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States, after a reasonable opportunity for review and comment by the State, shall be considered binding unless, within 30 Days after the conclusion of the informal negotiation period, Defendant invokes formal dispute resolution procedures as set forth below.

67. Formal Dispute Resolution. Defendant shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States and the State a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Defendant's position and any supporting documentation relied upon by Defendant.

68. The United States, after a reasonable opportunity for review and comment by the States, shall serve its Statement of Position within 45 Days of receipt of Defendant's Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' Statement of Position shall be binding on Defendant, unless Defendant files a motion for judicial review of the dispute in accordance with the following Paragraph.

69. Defendant may seek judicial review of the dispute by filing with the Court and serving on the United States and the State, in accordance with Section XIII (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within ten Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of Defendant's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

70. The United States, after a reasonable opportunity for review and comment by the State, shall respond to Defendant's motion within the time period allowed by the Local Rules of this Court. Defendant may file a reply memorandum, to the extent permitted by the Local Rules. Where the complexity of the relevant facts, data, or event requires additional time for preparation of a reasonable submission, the Court may allow such additional time (not to exceed thirty days) for submission of a motion by Defendant requesting judicial resolution of a dispute, a response by the United States, and/or a reply memorandum. Any request for additional time shall be presented to the Court by a party's motion or an agreed stipulation of the parties.

71. Standard of Review

a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 67 pertaining to the adequacy or appropriateness of plans, procedures to implement plans, schedules or any other items requiring approval by EPA or IDEM under this Consent Decree; the adequacy of the performance of work undertaken pursuant to this Consent Decree; and all other disputes that are accorded review on the administrative record under applicable principles of administrative law, Defendant shall have the burden of demonstrating, based on the administrative record, that the position of the United States or the State is arbitrary and capricious or otherwise not in accordance with law.

b. Other Disputes. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 67, Defendant shall bear the burden of demonstrating that its position complies with this Consent Decree and better further the environmental protection and regulatory compliance objectives of the Consent Decree.

72. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Defendant under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 56. If Defendant does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VII (Stipulated Penalties).

X. INFORMATION COLLECTION AND RETENTION

73. The United States, the State, and their representatives, including attorneys, contractors, and consultants, shall have the right of entry into any facility covered by this Consent Decree, at all reasonable times, upon presentation of credentials, to:

a. monitor the progress of activities required under this Consent Decree;

b. verify any data or information submitted to the United States or the State in accordance with the terms of this Consent Decree;

c. obtain samples and, upon request, splits of any samples taken by Defendant or its representatives, contractors, or consultants;

d. obtain documentary evidence, including photographs and similar data; and

e. assess Defendant's compliance with this Consent Decree.

74. Upon request, Defendant shall provide EPA and IDEM or their authorized representatives splits of any samples taken by Defendant. Upon request, EPA and IDEM shall provide Defendant splits of any samples taken by EPA or IDEM.

75. Until five years after the termination of this Consent Decree, Defendant shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to Defendant's performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States or the State, Defendant shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

76. At the conclusion of the information-retention period provided in the preceding Paragraph, Defendant shall notify the United States and the State at least 90 Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States or the State, Defendant shall deliver any such documents, records, or other information to EPA or the State. Defendant may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If Defendant asserts such a privilege, it shall provide the following: (a) the title of the document, record, or information; (b) the date of the document, record, or information; (c) the name and title of each author of the document, record, or information; (d) the name and title of each addressee and recipient; (e) a description of the subject of the document, record, or information; and (f) the privilege asserted by Defendant. This Consent Decree is not deemed to waive any privilege or protection provided by law; provided, however, that no documents, records, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

77. Defendant may also assert that information required to be provided under this Section is protected as Confidential Business Information ("CBI") under 40 C.F.R. Part 2. As to any information that Defendant seeks to protect as CBI, Defendant shall follow the procedures set forth in 40 C.F.R. Part 2.

78. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States or the State pursuant to applicable federal or state laws, regulations, or permits, nor does it limit or affect any duty or obligation of Defendant to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XI. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

79. This Consent Decree resolves the civil claims of the United States and the State for the violations alleged in the Complaint filed in this action through the Date of Lodging. This Consent Decree also resolves the potential civil claims of the United States and the State for the violations alleged in the EPA Violation Notices through the Date of Lodging.

80. The resolution of liability in Paragraph 79 is conditioned on Exide's payment and the Plaintiffs' receipt and retention of the full cash amounts specified in Subparagraphs 8.a, 8.b, 10.a, and 10.b (as opposed to a reduced cash amount paid as a distribution for allowed claims in the Exide Bankruptcy). Exide shall not propose or seek confirmation of any plan of reorganization or plan of liquidation that is inconsistent with the terms and provisions of this Consent Decree, or take any other action in the Exide Bankruptcy that is inconsistent with the terms and provisions of this Consent Decree.

81. The United States and the State reserve all legal and equitable remedies available to enforce the provisions of this Consent Decree, except as expressly stated in Paragraph 79. This Consent Decree shall not be construed to limit the rights of the United States or the State to obtain penalties or injunctive relief under the Clean Air Act or its implementing regulations, under corresponding Indiana law, or under other federal or state laws, regulations, or permit conditions, except as expressly specified in Paragraph 79. The United States and the State further reserve all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, Defendant's Facility, whether related to the violations addressed in this Consent Decree or otherwise.

82. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, civil penalties, other appropriate relief relating to the Facility or Defendant's alleged violations, Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 79.

83. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Defendant is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and Defendant's compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States and the State do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that Defendant's compliance with any aspect of this Consent Decree will result in compliance with provisions of the Clean Air Act, 42 U.S.C. §§ 7401-7671q, or with any other provisions of federal, State, or local laws, regulations, or permits.

84. This Consent Decree does not limit or affect the rights of Defendant or of the United States or the State against any third parties, not party to this Consent Decree, nor does it

limit the rights of third parties, not party to this Consent Decree, against Defendant, except as otherwise provided by law.

85. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

XII. COSTS

86. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States and the State shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by Defendant.

XIII. NOTICES

87. Unless otherwise specified in this Decree, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows:

As to the United States:

1) To the U.S. Department of Justice

By U.S. Mail:

EES Case Management Unit
Re: DJ # 90-5-2-1-11003
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

and

2) To EPA:

Attn: Compliance Tracker
Air and Radiation Division
U.S. Environmental Protection Agency
Region 5
77 W. Jackson Blvd. (AE-17J)
Chicago, IL 60604

and

Office of Regional Counsel
U.S. Environmental Protection Agency
Region 5
77 W. Jackson Blvd. (C-14J)
Chicago, IL 60604

As to the State:

1) To the Indiana Attorney General:

By U.S. Mail:

Timothy J. Junk
Deputy Attorney General
Office of the Indiana Attorney General
Environmental Litigation Division
Indiana Government Center South – Fifth Floor
302 West Washington Street
Indianapolis, IN 46204

and

2) To IDEM:

By U.S. Mail:

Chief, Air Compliance and Enforcement Branch
Indiana Department of Environmental Management
MC 61-53, IGCN 1003
100 North Senate Avenue
Indianapolis, IN 46204-2251

and

By U.S. Mail:

Office of Legal Counsel
Indiana Department of Environmental Management
IGCN, Room 1307
100 North Senate Avenue
Indianapolis, IN 46204

As to Defendant:

Michael Henry
Facility Manager – Environment Health & Safety
Exide Technologies
2601 West Mount Pleasant Blvd.
P.O. Box 2098
Muncie, IN 47302
E-Mail: Michael.Henry@na.exide.com

and

Fred Ganster
Manager, Corporate Environment Health & Safety
3000 Montrose Avenue
Reading, PA 19605
E-Mail: fred.ganster@exide.com

and

Legal Department
Exide Technologies
13000 Deerfield Parkway, Building 200
Milton, GA 30004

and

Robert L. Collings, Esquire
Schnader Harrison Segal & Lewis LLP
1600 Market Street, Suite 3600
Philadelphia, PA 19103
E-Mail: rcollings@schnader.com

88. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

89. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XIV. EFFECTIVE DATE

90. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket; provided, however, that Defendant hereby agrees that it shall be bound to perform duties scheduled to occur prior to the Effective Date. In the event the United States withdraws or withholds consent to this Consent Decree before entry, or the Court declines to enter the Consent Decree, then the preceding requirement to perform duties scheduled to occur before the Effective Date shall terminate.

XV. RETENTION OF JURISDICTION

91. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections IX and XVI, or effectuating or enforcing compliance with the terms of this Decree.

XVI. MODIFICATION

92. The terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court.

93. Any disputes concerning modification of this Decree shall be resolved pursuant to Section IX (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 71, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

XVII. TERMINATION

94. After Defendant has completed the requirements of Section V (Compliance Requirements), has thereafter maintained continuous satisfactory compliance with this Consent Decree for a period of twelve consecutive months, and has paid the civil penalty and any accrued stipulated penalties as required by this Consent Decree, Defendant may serve upon the United States and the State a Request for Termination, stating that Defendant has satisfied those requirements, together with all necessary supporting documentation.

95. Following receipt by the United States and the State of Defendant's Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Defendant has satisfactorily complied with the requirements for termination of this Consent Decree. If the United States (after consultation with the State) agrees that the Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree.

96. If the United States (after consultation with the State) does not agree that the Decree may be terminated, Defendant may invoke Dispute Resolution under Section IX. However, Defendant shall not seek Dispute Resolution of any dispute regarding termination until at least 60 Days after service of its Request for Termination.

XVIII. PUBLIC PARTICIPATION

97. This Consent Decree shall be lodged with the Court for a period of not less than 30 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate,

improper, or inadequate. Defendant consents to entry of this Consent Decree without further notice and agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified Defendant in writing that it no longer supports entry of the Decree.

XIX. SIGNATORIES/SERVICE

98. Each undersigned representative of Party to this Consent Decree certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document. Exide's agreement to this settlement is subject to and contingent upon the receipt of Bankruptcy Court approval of Exide's entry into this Consent Decree. Exide shall exercise its best efforts to obtain Bankruptcy Court approval to enter into this Consent Decree and, when this Consent Decree is lodged, shall promptly seek such approval pursuant to Bankruptcy Rule 9019.

99. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Defendant agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons. The Parties agree that the Defendant need not file and answer to the Complaint unless and until 30 Days after: (1) the United States has notified Defendant in writing that it no longer supports entry of the Decree; or (2) the Court expressly declines to enter this Consent Decree.

XX. INTEGRATION

100. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Other than deliverables that are subsequently submitted and approved pursuant to this Decree, no other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree.

XXI. FINAL JUDGMENT

101. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States, the State, and Defendant.

_____

UNITED STATES DISTRICT JUDGE

Signature page for Consent Decree in *United States and the State of Indiana v. Exide Technologies* (S.D. Ind.)

FOR THE UNITED STATES OF AMERICA:

Dated: 03-11-2015

THOMAS A. MARIANI, JR.
Deputy Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice

Dated: 3/16/2015

RANDALL M. STONE
Senior Attorney
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Signature page for Consent Decree in *United States and the State of Indiana v. Exide Technologies* (S.D. Ind.)

FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY:

Dated: 3-13-2015

SUSAN HEDMAN
Regional Administrator
U.S. Environmental Protection Agency
Region 5

Dated: 3/10/2015

BERTRAM C. FREY
Acting Regional Counsel
U.S. Environmental Protection Agency
Region 5

Dated: 3/09/2015

JOANNA S. GLOWACKI
Associate Regional Counsel
U.S. Environmental Protection Agency
Region 5

Signature page for Consent Decree in *United States and the State of Indiana v. Exide Technologies* (S.D. Ind.)

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

Dated: FEBRUARY 20, 2015

THOMAS W. EASTERLY
Commissioner
Indiana Department of Environmental Management
100 North Senate Avenue
Indianapolis, IN 46204

As to form and legality:

GREGORY F. ZOELLER
Indiana Attorney General

Dated: March 5, 2015

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Indianapolis, IN 46204

Signature page for Consent Decree in *United States and the State of Indiana v. Exide Technologies* (S.D. Ind.)

FOR EXIDE TECHNOLOGIES
(d/b/a EXIDE TECHNOLOGIES, INC.)

Dated: 3/2/15

Bruce Cole
President – Industrial Americas
Recycling and Research & Development
Exide Technologies
13000 Deerfield Parkway, Building 200
Milton, GA 30004