

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (“TCEQ”) DALLAS/FORT-WORTH (“DFW”) NITROGEN OXIDE (“NO<sub>x</sub>”) EMISSION REDUCTION CREDITS PURCHASE AND SALE AGREEMENT (“Agreement”)**

<b>Buyer:</b>	Element Markets, LLC	Address: 3555 Timmons Lane, Suite 900 Houston, TX 77027
<b>Buyer Contact:</b>	Contact Name: Michael Taylor	Contact Telephone Number: (281) 207-7207 Contact Fax Number: (281) 207-7211 Contact E-mail: ContractAdmin@elementmarkets.com
<b>Seller:</b>	Exide Technologies	Address: 13000 Deerfield Pkwy, Bldg. 200 Milton, GA 30004
<b>Seller Contact:</b>	Contact Name: Chuck Giesige	Contact Telephone Number: (716) 566-9525 Contact Fax Number: Contact E-mail: Chuck.Giesige@na.exide.com
<b>Effective Date:</b>	September 10, 2014	
<b>Purchased Assets:</b>	49.8 tons of TCEQ DFW NO <sub>x</sub> Emission Reduction Credits subject to review of quantity by TCEQ referenced below (the “ <b>ERCs</b> ”)	
<b>Review of Quantity:</b>	<p>Buyer and Seller understand that the ERCs are subject to the review and approval of the TCEQ, and the total number of ERCs ultimately transferred may be less than the desired amount Buyer would like to purchase under this Agreement. Buyer and Seller agree that the total amount to be paid for the ERCs will be equal to the Unit Price multiplied by the actual quantity of ERCs transferred based upon TCEQ’s review.</p> <p>Notwithstanding anything in this Agreement to the contrary, Buyer and Seller agree that if the TCEQ determines that less than 47.8 ERCs (the “<b>Minimum Quantity</b>”) will be transferred to Seller, such event shall be deemed a Special Termination Right (as defined herein).</p>	
<b>Purchase Price:</b>	\$19,300.00 per ton, with no additional brokerage or other fee (the “ <b>Unit Price</b> ”)	
<b>Good Faith Deposit:</b>	<p>Within three (3) business days after the Effective Date, Buyer or a third party designee of Buyer shall provide to Seller a deposit in the form of a standby letter of credit issued by a financial institution chosen by Buyer (or Buyer’s third party designee, as applicable) and in a form acceptable to Seller in its reasonable discretion in the amount of \$100,000.00 (the “<b>Good Faith Deposit</b>”). Upon any Event of Default by Buyer (and after the expiration of any cure period provided under this Agreement), whether or not such breach results in termination of this Agreement, Seller shall be entitled to draw the Good Faith Deposit by wire of funds to an account designated by Seller; <u>provided, however</u>, that if Seller draws the Good Faith Deposit but does not terminate the Agreement and subsequently consummates the Agreement, proceeds of the Good Faith Deposit shall be applied to the Purchase Price of the Purchased Assets. Within five (5) business days after (A) receipt of payment in full for the Purchased Assets in accordance with this Agreement or (B) termination of this Agreement (i) as a result of an Event of Default by Seller; (ii) an exercise of Special Termination Rights by Buyer; (iii) termination by Seller if documentation from the TCEQ evidencing transfer of the ERCs to Buyer is not received by either Buyer or Seller by February 1, 2015 (or such later date provided below); (iv) termination mutually agreed by both Seller and Buyer in writing; or (v) a Change of Law (defined below), Seller agrees to release or return the Good Faith Deposit (or if standby letter of credit has not been drawn, shall inform the financial institution of such termination and that the Good Faith Deposit may be released) to Buyer or Buyer’s designee, as applicable.</p>	
<b>Bankruptcy Court Approval:</b>	<p>Obligations of the parties under this Agreement are subject to entry of an order by the U.S. Bankruptcy Court for the District of Delaware (the “<b>Bankruptcy Court</b>”) authorizing the sale of the Purchased Assets to Buyer, which order shall not be subject to a stay or injunction. As soon as reasonably practicable after the Effective Date, Seller shall file a motion (the “<b>Sale Motion</b>”) and proposed form of orders with the Bankruptcy Court in Seller’s chapter 11 case (13-11482) seeking authority to enter into the Agreement and approval of the Bidding Procedures, and such proposed orders shall be in form and substance reasonably acceptable to Buyer.</p>	
<b>Special Termination Rights of Buyer:</b>	<p>In addition to any other termination rights of Buyer hereunder and unless otherwise agreed by Buyer and Seller, Buyer shall have the right (but not the obligation) to terminate this Agreement if (i) Seller fails to file the Sale Motion on or before September 12, 2014; (ii) if an Auction is held in accordance with the Bidding Procedures, a Successful Bidder is not selected by Seller by October 6, 2014; (iii) the Bankruptcy Court has not entered an order authorizing Seller to enter into the Agreement with Buyer and sell the Purchased Assets (the “<b>Sale Order</b>”) by October 21, 2014; (iv) upon consummation of a sale of the Purchased Assets with a party other than Buyer (an “<b>Alternative Transaction</b>”); or (v) TCEQ fails to approve transfer of the Minimum Quantity of ERCs.</p>	

	Any and all of the termination rights set forth in clauses (i) through (v) of this paragraph are referred to herein as the <b><i>“Special Termination Rights”</i></b> .
<b>Bidding Procedures:</b>	The Bidding Procedures for the competitive bidding process and auction are attached as <u>Exhibit A</u> hereto.
<b>Bid Protections:</b>	In the event that Seller consummates an Alternative Transaction and Buyer is not in breach of the Agreement or the Bidding Procedures, Seller will pay Buyer a break-up fee of \$25,000 and reimburse Buyer’s reasonable expenses (including attorney fees) incurred in connection with the sale of the Purchased Assets not to exceed \$15,000.
<b>Transfer and Payment Terms:</b>	<p>Within three (3) business days after the first date Seller is authorized by the Bankruptcy Court to sell the Purchased Assets to Buyer, Seller shall send to Buyer a copy of such order and notify Buyer that Seller is authorized to consummate the sale of the Purchased Assets to Buyer. Within three (3) business days of receipt of such documents, Buyer shall forward to Seller all information related to Buyer required in order for Seller to prepare and execute the transfer documentation necessary for the TCEQ to transfer the ERCs from Seller to Buyer or Buyer’s designee (the <b><i>“Transfer Paperwork”</i></b>). Within five (5) business days of Seller’s receipt of Buyer’s information for the Transfer Paperwork, Seller shall forward such completed Transfer Paperwork to the TCEQ to effectuate the transfer of the ERCs; <u>provided, however</u>, that Seller shall have the right to terminate this Agreement if documentation from the TCEQ evidencing transfer of the ERCs to Buyer is not received by either Buyer or Seller by February 1, 2015, which termination date shall be extended by the number of days, if any, that Seller takes beyond the five (5) business-day deadline described above to forward the completed Transfer Paperwork to the TCEQ.</p> <p>Within five (5) business days of the date upon which Buyer has received both (i) documentation from the TCEQ evidencing that at least the Minimum Quantity of the ERCs have been transferred to Buyer and (ii) an invoice from Seller, Buyer shall pay to Seller the Unit Price multiplied by the quantity of ERCs transferred to Buyer. If either party fails to remit any amount payable by it under this Agreement when due, interest on such unpaid portion shall accrue at a rate equal to the prime interest rate in effect at the time as published in <i>The Wall Street Journal</i> plus two percent (2%) from the date payment is due to the date of payment.</p> <p>Buyer and Seller shall cooperate fully to obtain any and all required approvals and/or certificates which may be required to effectuate the transfer of the ERCs and to comply with any and all other regulatory obligations relating to recording and tracking of the transfer and/or use of the ERCs as required by the TCEQ.</p>
<b>Additional Terms and Conditions:</b>	<p><u>Representations and Warranties of Seller.</u> Seller represents and warrants to Buyer that as of and at the time of transfer hereunder: (i) it has good title to and is the sole owner of record of the ERCs; (ii) the ERCs are valid, freely transferable, and unrestricted; and (iii) such ERCs are and will be transferred to Buyer free and clear of all encumbrances. SELLER EXPRESSLY NEGATES ANY OTHER REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.</p> <p><u>Event of Default.</u> For purposes of this Agreement, a party shall be in default (each of the following, an “Event of Default”): (i) if that party fails to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days of written notice from the other party; (ii) if that party materially breaches any or all of its obligations under this Agreement and such breach is not cured within seven (7) business days of written notice of such breach from the other party; or (iii) if any representation or warranty made by a party pursuant to this Agreement proves to have been misleading or false in any material respect when made and such party does not cure the underlying facts so as to make such representation and warranty correct and not misleading within seven (7) business days of written notice from the other party.</p> <p><u>Remedies upon Default.</u> If either Party is in default, the non-defaulting party may select any or all of the following remedies: (i) upon two (2) business days’ written notice to the defaulting party after an Event of Default plus any cure period, terminate this Agreement; (ii) withhold any payments and deliveries due in respect of this Agreement; and (iii) exercise such other remedies available at law or in equity.</p> <p><u>Change of Law.</u> Immediately upon Buyer’s receipt of documentation evidencing that the ERCs have been transferred to Buyer, the ERCs shall become the sole property and entitlement of Buyer. Should any change in law governing the ERCs occur prior to Buyer’s receipt of documentation evidencing that the ERCs have been transferred to Buyer, and such change of law restricts or limits the nature, use, quality, duration or transferability of the ERCs (i.e. not simply a clarification or modification of existing law which has little or no</p>

effect on the ability of the parties hereto to effectuate this sale transaction or upon the nature and quality of the ERCs) (a "**Change of Law**"), then Buyer's sole recourse and remedy shall be to terminate this Agreement upon written notice to Seller, and upon Buyer's exercise of said termination, and thereafter no party shall have any further liability or obligation to any other party hereto. If a Change of Law occurs after Buyer's receipt of documentation evidencing that the ERCs have been transferred to Buyer, then Buyer shall have no recourse or remedy against Seller.

**Limitations of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSS OF PROFITS (EXCEPT TO THE EXTENT THAT ANY DIRECT DAMAGES INCLUDE AN ELEMENT OF PROFIT).

**Confidentiality.** Seller acknowledges that Buyer may act as a broker for certain third-party purchasers of the Purchased Assets (the "**Customers**") and that the identity of the Customers constitutes confidential, commercially sensitive information. Unless otherwise agreed by Buyer, Seller agrees that it will not publicly disclose the identity of the Customers unless such information first becomes generally available to the public other than as a result of disclosure by Seller; provided, however, that Seller may disclose the identity of the Customers on a confidential basis to parties bound by a confidentiality agreement with Seller that the Seller reasonably determines need to know the identity of the Customers (it being understood that Seller may disclose the identity of the Customers on a confidential basis to the official committee of unsecured creditors in Seller's chapter 11 case, the agent for Seller's debtor-in-possession financing facility, the unofficial committee of senior secured noteholders, and the indenture trustee for the senior secured noteholders) or to the Office of the United States Trustee for the District of Delaware. Notwithstanding the foregoing, if Seller is requested or required to disclose the identity of the Customers pursuant to any applicable law, rule, regulation, decree or order or in connection with any subpoena or legal or administrative proceeding or investigation, Seller will (if legally allowed) notify the Buyer, as promptly as practicable, of the existence, terms and circumstances surrounding such a request or requirement so that Seller may seek, at its sole expense, a protective order or other appropriate remedy and/or take steps to resist or narrow the scope of the disclosure sought by such request or requirement. If a protective order or other remedy is not obtained and, in Seller's opinion disclosure is required, such disclosure shall not constitute a breach of your obligations under this Agreement.

**Indemnification.** Each party (the "**Indemnifying Party**") shall indemnify and hold harmless the other party, its shareholders, officers, directors, employees, and agents (collectively, the "**Indemnified Party**"), from and against any and all third-party claims, costs, suits, liabilities, damages, losses, demands, and expenses of every kind including, without limitation, reasonable attorneys' fees and disbursements, resulting from or arising out of: (i) a material breach by the Indemnifying Party of any covenant or agreement in this Agreement; or (ii) the gross negligence or willful misconduct of the Indemnifying Party.

**Notices.** All notices, demands, and other communications hereunder shall be effective only if given in writing and shall be deemed given (i) when delivered in person; (ii) when delivered by private courier (with confirmation of delivery); (iii) when transmitted by facsimile (with confirmation of transmission); (iv) five (5) business days after being deposited in the United States mail, first-class, registered or certified, return receipt requested, with postage paid; or (v) when transmitted by e-mail. For purposes hereof, all notices, demands and other communications shall be sent to the contacts and addresses (or e-mail addresses) above (or to such other address furnished in writing by one party to the other party).

**Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may transfer or assign this Agreement, in whole or in part, without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed; provided that Seller agrees to grant such consent in the context of a merger or sale of all or substantially all of Buyer's assets or the assets of a business unit of Buyer to which this Agreement relates. Notwithstanding the foregoing, Buyer may, without the consent of Seller, assign its rights and obligations under this Agreement to an affiliate of Buyer so long as such affiliate entity agrees to assume all rights and obligations of Buyer hereunder and Buyer provides written notice of such assignment or transfer to Seller. Upon any transfer or assignment permitted by this Agreement, the assignor shall be released from its obligations hereunder to the extent such obligations are assumed by the assignee.

**Amendment.** This Agreement may be amended at any time, but only by a written agreement signed by both parties.

**No Waiver.** No delay or omission by a party in the exercise of any right under this Agreement shall be taken, construed, or considered as a waiver or relinquishment thereof. If any of the terms and conditions herein are breached and thereafter waived in writing by a party, such waiver is limited to the particular breach so waived

and is not deemed to waive any other breach hereunder.

**Severability.** If any provision or portion of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.

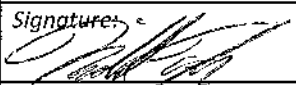
**Complete Agreement.** This Agreement represents the parties' final and mutual understanding concerning its subject matter. It replaces and supersedes any prior agreements or understandings, whether written or oral.

**Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Texas, excluding any choice of law or conflicts of law rules or principles that would result in application of the laws of a different jurisdiction.

**Dispute Resolution.** Any dispute between the Parties arising under or pertaining to this Agreement shall be referred to representatives of the Parties for informal dispute resolution discussions as soon as practicable. In the event that the designated representatives do not, after a good faith attempt to settle such dispute, reach a mutually acceptable resolution of the dispute within thirty (30) days of such referral, or other agreed upon time period, then either party may bring an appropriate action at law or in equity with the Bankruptcy Court or, upon Seller's emergence from chapter 11, a court of competent jurisdiction located in the State of Texas. Nothing herein shall prevent either party from bringing an action in equity to seek injunctive relief, if necessary to avoid Irrevocable harm.

**Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument. Facsimile or electronic transmission of any signed original document, and retransmission of any facsimile or electronic transmission, will be the same as delivery of any original document.

By signing below, the parties agree to be bound by the terms and conditions contained in this Agreement.

<b>Buyer: Element Markets, LLC</b>		<b>Seller: Exide Technologies</b>	
Signature: 	Title: <i>Senior Vice President</i>	Signature:	Title:
Printed Name: <i>Michael Taylor</i>	Date: <i>9/11/14</i>	Printed Name:	Date: