



**ATTACHMENT TO PROOF OF CLAIM OF  
THE ST PAUL COMPANIES, INC**

The St Paul Companies, Inc , St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company, St Paul Mercury Insurance Company and Seaboard Surety Company (collectively, "The St Paul Companies") file this proof of claim against Exide Technologies, et al (collectively, the "Debtors")

Before the Debtors' April 15, 2002 petition date, certain of The St Paul Companies ("St Paul") issued various necessary bonds on behalf of the Debtors (collectively, the "Bonds") including but not limited to the Bonds identified on Exhibit 1 attached hereto. Copies of the Bonds identified on Exhibit 1 are attached hereto collectively as Exhibit 2. The face amount of the Bonds exceeds \$52 million, and they include financial assurance bonds exceeding \$30 million to guarantee closure/postclosure obligations of the Debtors at various of their facilities across the United States, guarantee bonds exceeding \$9 million issued in connection with Exide's workers' compensation program (as required by Zurich Insurance Company, Exide's workers' compensation insurer), and a bond of \$15 million issued to guarantee obligations of Exide relating to construction of a facility in Uzbekistan (the "Uzbekistan Bond")

In connection with the issuance of the Bonds, Exide Corporation ("Exide"), on behalf of the Debtors, executed a General Indemnity Agreement in favor of St Paul, dated January 11, 2000 (the "GIA"). A copy of the GIA is attached hereto as Exhibit 3. Exide also provided St Paul with a letter of credit in the amount of \$12,568,379.50 (the "Letter of Credit"), to secure its obligations under the GIA. The Debtors' liability to St Paul for losses, premiums, expenses, attorneys' fees, costs and any other amounts

incurred by reason of having executed the Bonds is secured by the Letter of Credit and any proceeds thereof

The Letter of Credit was issued by Fleet National Bank, one of Exide's prepetition lenders, and it had an expiration date of September 27, 2002. Prior to the expiration date, St. Paul was notified that Fleet National Bank did not intend to renew the Letter of Credit. The Debtors advised St. Paul that the Letter of Credit would not be replaced, and St. Paul drew down the Letter of Credit on September 26, 2002 and retained the proceeds (the "LOC Proceeds")

St. Paul has suffered losses and incurred expenses on account of the Bonds, and it has applied \$5,061,491.72 of the LOC Proceeds to losses and expenses and is holding in a segregated St. Paul account the remaining \$7,506,887.78

All of the Bonds are, or will be, due for renewal on an annual basis, and are necessary for the Debtors' continued business operations. The Bonds are financial accommodations under §365(c) of the Bankruptcy Code, and they cannot be assumed by the Debtors. Postpetition use and renewal of the Bonds by the Debtors are extensions of credit pursuant to §364 of the Bankruptcy Code. Pursuant to §363(c) of the Bankruptcy Code, to the extent that postpetition use of the Bonds by the Debtors may be use of property, such use must be conditioned upon providing adequate protection. St. Paul expressly reserves the right to demand adequate protection, terminate the Bonds, and refuse renewal thereof.

Notwithstanding the filing of this Proof of Claim, The St. Paul Companies hold claims for payment as administrative expenses on account of the bonding relationship

This Proof of Claim is filed for protective purposes as to such claims for payment of administrative expenses under 11 U S C § 503

St Paul holds claims against the Debtors through subrogation, including but not limited to subrogation under 11 U S C § 509, other statutory law, state and federal common law and general principles of equity. Such claims through subrogation include but are not limited to those claims held by various governmental units and entities relating to reclamation, clean-up and/or other environmental claims, which claims may be secured by state and federal statutory liens, and/or are entitled to status as administrative claims under 11 U S C § 503

The St Paul Companies reserve (i) any and all claims, rights and/or remedies they may have, including, but not limited to, claims for indemnification, contribution, rescission, breach of contract, fraud, misrepresentation, specific performance, injunctive relief, reimbursement and/or subrogation, related to or arising from transactions by or among or involving The St Paul Companies, the Debtors and/or any of their respective affiliates, successors, predecessors or assigns, arising as a matter of law or equity, (ii) any rights, claims and/or remedies they may have, including, but not limited to, claims for indemnification, contribution, rescission, breach of contract, fraud, misrepresentation, specific performance, injunctive relief, reimbursement and/or subrogation, related to, arising from or on account of any and all past, present or future litigation in which the Debtors and/or any of their affiliates, successors, predecessors or assigns is or may become a party in interest (whether named or unnamed) and any claims asserted in connection therewith, and (iii) any and all claims, (a) under applicable law or equity, and/or (b) arising, in connection with and/or related to any and all transactions and/or



transfers between or involving The St Paul Companies and the Debtors including, but not limited to, any and all contracts, pledges, security interests, leases, guaranties, indemnities, letters of credit, contributions, fiduciary obligations, trusts, quasi-contracts, properties, replevins, conversions, misrepresentations, set offs or fraud

The St Paul Companies are continuing to investigate the elements of their claims Accordingly, this Proof of Claim is also a protective proof of claim and is filed to protect The St Paul Companies from potential forfeiture of any and all rights against the Debtors The filing of this Proof of Claim shall not constitute (i) a waiver or release of the rights of The St Paul Companies against the Debtors or any other person or property, (ii) a waiver of The St Paul Companies' rights to contest the jurisdiction of the Bankruptcy Court with respect to the subject matter of the claims set forth herein, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving The St Paul Companies, or (iii) an election of remedies or choice of law

The St Paul Companies expressly reserve the right to amend and/or supplement this Proof of Claim from time to time for any purpose or reason including, but not limited to, adding additional bonds or amounts, or asserting administrative or secured claims In addition, The St Paul Companies expressly reserve the right to take such actions as may be appropriate to enforce their administrative and secured claims

EXHIBIT 1 TO PROOF OF CLAIM  
OF THE ST PAUL COMPANIES, INC

Bond Number	Obligee
32375501	PA Turnpike Commission
32375601	Zurich Insurance Company
37600301	Zurich Insurance Company
32377701	Indiana Dept of Envir Mgt
400JT6559	Tilden Township
400JT6545	Indiana Dept of Envir Mgt
400JT6547	LA Dept of Environ Quality
400JT6548	LA Dept of Environ Quality
400JT6549	Missouri Dept of Natural Resources
400JT6550	TN Dept of Environment
400JT6552	Commonwealth of Pennsylvania Muhlenberg Twp & Laureldale Borough Permit No PAD 990753089
400JT6546	U S EPA
32377501	Henry Balmer
400JT6563	Environmental Protect Division
400JT6562	Department of Environmental Protection
400JT6564	Commonwealth of PA Environmental Protection Dept Bureau of Land Recycling Laureldale, PA
323772	NJ Turnpike Authority
37656901	U S Customs Service <sup>1</sup>
376033	American Technology Group ATG, Ltd

<sup>1</sup> A copy of this bond was not available at the time that this proof of claim was filed and may have been terminated prepetition

**GUARANTEE BOND**  
**BOND NO 376003**

Know all men by these presents,

That Exide Corporation, as principal ("Principal"), and Seaboard Surety Company, as surety ("Surety"), a corporation organized and existing under the laws of the state of New York, are held and firmly bound unto Zurich Insurance Company and each of its affiliates and subsidiaries, as obligee (herein collectively and individually referred to as "Obligee") for the payment of the Obligations (hereafter defined), up to the penal sum of Seven Million Ninety-Nine Thousand and 00/100 (\$ 7,099,000 00) good and lawful money of the United States of America, for the payment of which sum, will and truly to be made, Principal and Surety hereby bind themselves, their administrators, executors, receivers, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into with Obligee, and may in the future enter into, one or more premium payment, deductible reimbursement, claim service, claim fund, claim, demand note for premium loan plan, large risk alternative rating and insurance program agreements (hereinafter called "Agreement(s)") which govern the full payment of premiums, deductible recoveries, and other amounts including related fees and expenses incurred in connection with the services provided and claims paid under deductibles, self-insured retentions and insurance policies issued, or to be issued, by Obligee to Principal, which is more specifically set forth in the Agreement(s) listed in Schedule A hereto

WHEREAS, the Obligee requires security for all of the Principal's obligations to Obligee under the Agreement(s) (the "Obligations")

NOW, THEREFORE, the condition of this obligation is such, that if the above bound Principal shall make all payments due to the Obligee under the terms and conditions of said Agreement(s), then this obligation shall be null and void, otherwise to remain in full force and effect

FURTHERMORE, it is understood and agreed that

1 This Bond is effective April 1, 1999 and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Obligee not less than one hundred twenty (120) days advance written notice of its intent not to renew this Bond or unless this Bond is earlier canceled pursuant to the following This Bond may be canceled at any time upon one hundred twenty (120) days advance written notice from Surety to Obligee -It is understood and agreed that the Obligee may recover the full penal sum of the Bond (less any previous amounts paid to Obligee under the Bond) if the Surety cancels or nonrenews the Bond and, within thirty (30) days prior to the effective date of cancellation or nonrenewal, the Obligee has not received collateral acceptable to it to replace the Bond

2 Within twenty (20) business days of Surety's receipt of a Default Certificate, Surety shall pay to the Obligee presenting such Default Certificate the amount demanded in such Default Certificate A Default Certificate shall be in the form of Schedule B or Schedule C attached to this Bond The Obligee may present one or more Default Certificates at any time from time to time in its sole discretion, provided, however, Surety shall not be obligated to pay an aggregate amount in excess of the penal sum of the Bond The Obligee's presentation of such Default Certificate, shall be absolute proof of the existence and extent of the liability of the Principal and the Surety to the Obligee hereunder The

Obligee may present one or more Default Certificates at any time at its sole discretion, provided, however, the Surety shall not be obligated to pay an aggregate amount in excess of the penal sum of the Bond

3 In the event that Obligor shall demand the entire penal sum of the Bond under a demand (less any previous amounts paid to Obligor under the Bond), Obligor shall hold all funds ("Bond Collateral") received as security for the Obligations and shall apply such funds to the Obligations from time to time in its sole discretion. At such time as Obligor determines in its sole discretion that all of the Obligations are fully and finally paid and such payment is not subject to avoidance or other turnover, Obligor shall return to the Surety the unapplied portion of the Bond Collateral. The Surety, whether in its capacity as surety or subrogee of the Principal, waives, to the fullest extent permitted by applicable law, each and every right which it may have to contest Obligor's computation of the Obligations or the application of the Bond Collateral by the Obligor to the Obligations, and waives to the fullest extent permitted by applicable law, each and every right which it may have to seek reimbursement, restitution or recovery of any Bond Collateral. Obligor shall not be required to (i) segregate Bond Collateral from its general funds, (ii) hold or invest Bond Collateral in an interest-bearing or income-producing investment or (iii) account to Surety for interest or income in the event the same would be otherwise attributable to Bond Collateral. The Principal shall not at any time have any rights or property interests in this Bond, the Bond Collateral or other proceeds of this Bond

4 Failure by the Surety to pay or reimburse the Obligor as herein provided shall cause the Surety to be additionally liable for any and all reasonable costs and expenses, including attorney's fees and interest, incurred by the Obligor in enforcing this bond against the Surety, such liability to be in addition to the bond penal sum

5 Surety's obligations hereunder shall not be affected by (i) any failure by Obligor to assert any claim or demand or to enforce any right or remedy against Principal or its property, or any other party liable with respect to the Obligations, (ii) any failure to perfect an interest in, or any release, impairment or other diminution of, any collateral (including, but not limited to, rights or recoupment or setoff) held by Obligor which secures any of the Obligations, (iii) any matter or proceeding arising in connection with any modification, limitation, discharge, assumption, or reinstatement with respect to any Agreements or Obligations, (iv) any modification of or amendment to any Agreements or Obligations without Surety's consent or prior notification provided that, the penal sum of the Bond may not be increased without the consent of Surety, however, failure to give such consent for the requested increase amount of the penal sum will not prevent Obligor from drawing up to the full amount of the Bond (less any previous amounts paid to Obligor under the Bond) either as security or for payment or for reimbursement under the Agreements, or (v) any other circumstances which might otherwise constitute a legal or equitable discharge or defense for Surety

6 The penal sum of the bond shall not be cumulative from year to year

7 It is understood and agreed that notwithstanding the bankruptcy or insolvency of the Principal, this bond shall remain in full force and effect

8 Forbearance by the Obligor in enforcing any conditions of the Agreement(s) or this bond shall not waive or abridge any right of the Obligor hereunder. Extensions of time granted the Principal, or other changes or modification to the Agreement(s), shall not change or diminish the obligation of this bond

9 Multiple claims are permitted on this bond up to the total penal sum of this bond in the aggregate

10 Surety hereby acknowledges that Obligee has the right to recover under any collateral or security available to Obligee, including this Bond. Surety specifically waives any rights Surety might otherwise have to require Obligee to resort to any other security, collateral, or property under the Agreement(s)

11 Any notice, demand, certification or request for payment, given or made under this Bond shall be made in writing and shall be given by a personal delivery or expedited delivery service, postage prepaid, addressed to the parties at the addresses specified below or to such other address as shall have been specified by such parties to each of the parties to the transactions contemplated hereby

If to the Surety

Seaboard Surety Company  
600 W Germantown Pike, Suite 260  
Plymouth Meeting, PA 19462  
Attn John Souder

If to the Obligee

Zurich American Insurance Group  
Attn Edwin Benninghoff  
Foster Plaza VIII, 4th Floor  
730 Holiday Drive, Pittsburgh, PA 15220

and

Zurich American Insurance Group  
Attn Premium Accounting and Collections Dept  
1450 American Lane  
Schaumburg, IL 60196

If to the Principal

Exide Corporation  
645 Penn Street  
Reading, PA 19601  
Attn William Frear

Notice given under this Bond shall be effective only when received

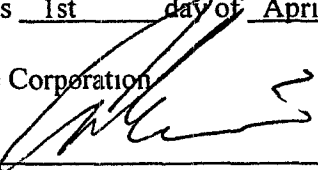
12 This Bond shall be governed by and in accordance with the laws of the State of New York, without giving effect to the conflicts of laws principals

13 If any part or provision of this Bond shall be declared unenforceable or held to be invalid by a court of proper jurisdiction, such determination shall not effect the validity or enforceability of the other provisions or parts of this bond

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument  
on this 1st day of April, 1999

Exide Corporation

By

  
~~Principal~~  
Ari D. Levine  
Assistant Secretary

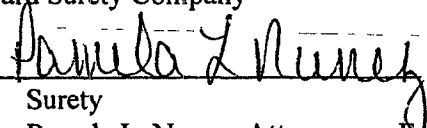
WITNESS

By Stacey A. Sassaman  
STACEYA SASSAMAN  
Title Exec Secretary

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument  
on this 1st day of April, 1999

Seaboard Surety Company

By

  
Surety  
Pamela L. Nunez, Attorney-in-Fact

WITNESS

By Deborah M. Sparbanie  
Deborah M. Sparbanie,  
Title Witness

**SCHEDULE A TO BOND NUMBER 376003**

Agreement(s) shall be defined as those Agreements listed below, including any modifications that may be made from time to time, and the insurance policies described therein

	<u>Agreements</u>	<u>Effective Dates</u>
1	<u>Deductible Reimbursement and Security Agreement</u>	<u>April 1, 1996</u>
2	<u>Deductible Reimbursement and Security Agreement</u>	<u>April 1, 1997</u>
3	<u>Deductible Reimbursement and Security Agreement</u>	<u>April 1, 1998</u>
4	<u>Deductible Reimbursement and Security Agreement</u>	<u>April 1, 1999</u>
5	<u>-----</u>	<u>-----</u>
6	<u>-----</u>	<u>-----</u>

Certified Copy

# SEABOARD SURETY COMPANY

3J- 8787

No 15450

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY  
POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS** That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint Karen L. Jensen or Nancy M. Kunold or Christine A Hartung or Leslie L Rudat or Pamela L. Nunez or Elena Zunic or James L. Bly

of Pittsburgh, Pennsylvania

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of similar nature as follows

Without Limitations

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if signed by the duly authorized officers of the Company and sealed with its corporate seal, and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Company on December 8th, 1927, with Amendments to and including January 15, 1982 and are still in full force and effect

## ARTICLE VII SECTION 1

"Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating thereto Insurance policies bonds recognizances, stipulations consents of surety and underwriting undertakings of the Company and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder shall be signed in the name and on behalf of the Company

(a) by the Chairman of the Board the President a Vice-President or a Resident Vice-President and by the Secretary an Assistant Secretary a Resident Secretary or a Resident Assistant Secretary or (b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board the President or a Vice-President to make such signature or (c) by such other officers or representatives as the Board may from time to time determine

The seal of the Company shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative

**IN WITNESS WHEREOF**, SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice-Presidents, and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries, this 29th day of January 19 98



Attest

(Seal)

Assistant Secretary

STATE OF NEW JERSEY ss  
COUNTY OF SOMERSET

On this 29th day of January  
Brian P. Curry

SEABOARD SURETY COMPANY,

By

Brian P. Curry

Vice President

19 98, before me personally appeared  
a Vice-President of SEABOARD SURETY COMPANY,

with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of New Jersey that he is a Vice-President of SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument, that he knows the corporate seal of the said Company, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto as Vice-President of said Company by like authority

BELINDA FAYE LEE

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires Sept. 9, 1998

## CERTIFICATE

I the undersigned Assistant Secretary of SEABOARD SURETY COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Vice-President who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an attorney-in-fact as provided in Article VII Section 1 of the By-Laws of SEABOARD SURETY COMPANY

This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Executive Committee of the Board of Directors of SEABOARD SURETY COMPANY at a meeting duly called and held on the 25th day of March 1970

"RESOLVED (2) That the use of a printed facsimile of the corporate seal of the Company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Article VII Section 1 of the By-Laws appointing and authorizing an attorney-in-fact to sign in the name and on behalf of the Company surety bonds underwriting undertakings or other instruments described in said Article VII Section 1, with like effect as if such seal and such signature had been manually affixed and made hereby is authorized and approved"

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this 1st day of April 19 99



Mary E. Stawiski

Assistant Secretary

Form 957 (Rev. 7/84)



**SOLID WASTE FACILITY FINANCIAL GUARANTEE BOND**

Date bond executed August 18, 1999

Effective date August 20, 1999

Principal Exide Corporation d/b/a Schuylkill Metals  
645 Penn Street, Reading, PA 19601

Type of Organization Corporation

State of Incorporation Delaware

Surety St Paul Fire and Marine Insurance Company  
385 Washington Street  
St Paul, MN 55102

Identification Number/Facility Permit Number LAD008184137

Facility Name and Address Exide Corporation  
2400 Brooklawn Drive, P O Box 74040, Baton Rouge, LA 70874-4040

Closure Amount \$190,052 00

Total penal sum of bond \$ 190,052 00

Surety's bond number 400JT6547

Know All Persons By These Presents, That we, the Principal and Surety hereto are firmly bound to the Louisiana Department of Environmental Quality in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, provided that, where the Sureties are corporations acting as cosureties, we the sureties bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum

WHEREAS, said Principal is required, under the Resource Conservation and Recovery Act as amended (RCRA) and the Louisiana Environmental Quality Act, R S 30 2001 et seq, to have a permit in order to own or operate the solid waste facility identified above, and

WHEREAS, the Principal is required by law to provide financial assurance for closure and/or post-closure care, as a condition of the permit, and

WHEREAS said Principal shall establish a standby trust fund as is required by the Louisiana Administrative Code, Title 33, Part VII, when a surety bond is used to provide such financial assurance,

NOW THEREFORE, the conditions of the obligation are such that if the Principal shall faithfully, before the beginning of final closure of the facility identified above, fund the standby trust fund in the amount(s) identified above for the facility,

OR, if the Principal shall fund the standby trust fund in such amount(s) within fifteen (15) days after a final order to close is issued by the administrative authority or a court of competent jurisdiction,

OR, if the Principal shall provide alternate financial assurance as specified in LAC 33 VII 727 A 2 and obtain written approval from the administrative authority of such assurance, within ninety (90) days after the date notice of cancellation is received by both the Principal and the administrative authority from the Surety, then this obligation shall be null and void, otherwise it is to remain in full force and effect

The Surety shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above. Upon notification by the administrative authority that the Principal has failed to perform as guaranteed by this bond, the Surety shall place funds in the amount guaranteed for the facility into the standby trust fund as directed by the administrative authority.

The Surety hereby waives notification of amendments to closure plans, permits, applicable laws, statutes, rules, and regulations, and agrees that no such amendment shall in any way alleviate its obligation on this bond.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety hereunder exceed the amount of said penal sum.

The Surety may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the administrative authority. Cancellation shall not occur before 120 days have elapsed beginning on the date that both the Principal and the administrative authority received the notice of cancellation, as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the Surety and to the administrative authority, provided, however, that no such notice shall become effective until the Surety receives written authorization for termination of the bond by the administrative authority.

Principal and Surety hereby agree to adjust the penal sum of the bond yearly in accordance with LAC 33 VII 727 A 2, and the conditions of the solid waste facility permit so that it guarantees a new closure and/or post-closure amount, provided that the penal sum does not increase or decrease without the written permission of the administrative authority.

The Principal and Surety hereby agree that no portion of the penal sum may be expended without prior written approval of the administrative authority.

IN WITNESS WHEREOF, the Principal and Surety have executed this FINANCIAL GUARANTEE BOND and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this FINANCIAL GUARANTEE BOND on behalf of the Principal and Surety, that each Surety hereto is authorized to do business in the State of Louisiana and that the wording of this surety bond is identical to the wording specified in LAC 33 VII 727 A 2 eviii, effective on the date this bond was executed

Principal Exide Corporation d/b/a Schuykill Metals

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Corporate seal

Corporate Sureties St Paul Fire and Marine Insurance Company

385 Washington Street, St Paul, MN 55102

State of incorporation Minnesota

Liability Limit \$ 131 034 000

By Pamela L Nunez

Name Pamela L Nunez

Title Attorney-in-Fact

Corporate seal

Bond premium \$ 760 00

Countersigned

By T.D. Ruddock

Name T D Ruddock

Title Louisiana Resident Agent

The **St Paul**

Surety

ST PAUL FIRE AND MARINE INSURANCE COMPANY  
Washington Street, St. Paul, Minnesota 5

CERTIFICATE OF  
AUTHORITY NO

POWER OF  
ATTORNEY NO

For verification of the authenticity of this Power of Attorney you may telephone toll free 1-800-421-3880 and ask for the Power of Attorney Clerk. Please refer to the Power of Attorney No and the named individual(s)

F-15435

**GENERAL POWER OF ATTORNEY - CERTIFIED COPY**  
(Original on File at Home Office of Company See Certification)

2131456

KNOW ALL MEN BY THESE PRESENTS That St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota having its principal office in the City of St. Paul, Minnesota, does hereby constitute and appoint

Leslie L. Rudat, Pamela L. Nunez, Christine A. Hartung, Karen L. Jensen,  
Nancy M. Kunold, Elena Zunic, James L. Bly, individually, Pittsburgh,  
Pennsylvania

its true and lawful attorney(s) in-fact to execute, seal and deliver for and on its behalf as surety any and all bonds and undertakings recognizances contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed required or permitted by law, statute rule, regulation, contract or otherwise

**NOT TO EXCEED IN PENALTY THE SUM OF FIFTY MILLION DOLLARS (\$50,000,000) EACH**

and the execution of all such instrument(s) in pursuance of these presents shall be as binding upon said St. Paul Fire and Marine Insurance Company, as fully and amply to all intents and purposes as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office

This Power of Attorney is executed and may be certified to and may be revoked pursuant to and by authority of Article V -Section 6(C) of the By Laws adopted by the Shareholders of ST PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 28th day of April 1978 of which the following is a true transcript of said Section 6 (C)

"The President or any Vice President Assistant Vice President Secretary or Service Center General Manager shall have power and authority

- (1) To appoint Attorneys in-fact, and to authorize them to execute on behalf of the Company and attach the Seal of the Company thereto bonds and undertakings recognizances contracts of indemnity and other writings obligatory in the nature thereof and
- (2) To appoint special Attorneys-in-fact who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
- (3) To remove at any time any such Attorney-in-fact or Special Attorney in-fact and revoke the authority given him

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 5th day of May 1959 of which the following is a true excerpt

'Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached'

IN TESTIMONY WHEREOF, St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of September A D 1998

ST PAUL FIRE AND MARINE INSURANCE COMPANY



STATE OF MARYLAND } ss  
City of Baltimore

*Michael B Keegan*

MICHAEL B. KEEGAN Vice President

On this 2nd day of September, A D 1998 before me came the individual who executed the preceding instrument to me personally known, and being by me duly sworn said that he/she is the therein described and authorized officer of St. Paul Fire and Marine Insurance Company, that the seal affixed to said instrument is the Corporate Seal of said Company that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Official Seal at the City of Baltimore, Maryland the day and year first above written



*Rebecca Easley-Onokala*

REBECCA EASLEY-ONOKALA Notary Public  
My Commission Expires July 13 2002

**CERTIFICATION**

I the undersigned officer of St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals and that the said Power of Attorney has not been revoked and is now in full force and effect



IN TESTIMONY WHEREOF, I have hereunto set my hand this

18th day of August, 19 99

*Michael R. McKibben*

MICHAEL R. MCKIBBEN, Assistant Secretary

Only a certified copy of Power of Attorney bearing the Certificate of Authority No printed in red on the upper right corner is binding Photocopies, carbon copies or other reproductions of this document are invalid and not binding upon the Company

**ANY INSTRUMENT ISSUED IN EXCESS OF THE PENALTY AMOUNT STATED ABOVE IS TOTALLY VOID AND WITHOUT ANY VALIDITY**



**STIPULATION**  
(Penalty Increase or Decrease)

ATTACHED TO AND FORMING PART OF BOND NO	EFFECTIVE DATE OF BOND	EFFECTIVE DATE OF THIS STIPULATION	AMOUNT OF INCREASE/DECREASE	NEW PENALTY AMOUNT
400JT6547	August 20, 1999	August 18, 2000	\$2,851 00	\$192,903 00
ISSUED ON BEHALF OF Exide Corporation d/b/a Schuylkill Metals 645 Penn Street, Reading, PA 19601		ISSUED IN FAVOR OF Louisiana Department of Environmental Quality 7290 Bluebonnet Boulevard, Baton Rouge, LA 70810		

We, St Paul Fire and Marine Insurance Company, Surety on the above Bond, hereby stipulate and agree that from and after the effective date of this Stipulation the penalty of said Bond shall be

☒ increased } *Check*  
☐ decreased } *One* by the amount stated above but the total liability of St Paul Fire and Marine Insurance Company

under said Bond and this Stipulation shall not exceed the sum of One Hundred Ninety-Two Thousand Nine Hundred Three and 00/100

dollars (\$192,903 00)

COUNTERSIGNED BY

T. D. Ruddock

T. D. Ruddock, LA Resident Agent

St Paul Fire and Marine Insurance Company

Marjorie A. Altemus

Marjorie A. Altemus, Attorney-in-Fact

**REQUEST FOR STIPULATION (INCREASE)**

We Exide Corporation d/b/a Schuylkill Metals, Principal hereby request St Paul Fire and Marine Insurance Company to execute the foregoing Stipulation

Exide Corporation d/b/a Schuylkill Metals

By \_\_\_\_\_

**CONSENT TO STIPULATION (DECREASE)**

We, \_\_\_\_\_, Oblige, hereby consent to the foregoing Stipulation decreasing the Bond amount

By \_\_\_\_\_

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company St. Paul Mercury Insurance Company United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwriters, Inc on September 2, 1998 which resolutions are now in full force and effect reading as follows

**RESOLVED**, that in connection with the fidelity and surety insurance business of the Company all bonds, undertakings contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company either by the Chairman or the President or any Vice President or an Assistant Vice President jointly with the Secretary or an Assistant Secretary under their respective designations The signature of such officers may be engraved printed or lithographed The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof and subject to any limitations set forth therein any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached, and

**RESOLVED FURTHER**, that Attorney(s) in Fact shall have the power and authority and in any case subject to the terms and limitations of the Power of Attorney issued them to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings and other writings obligatory in the nature thereof and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company

I Michael R. McKibben Assistant Secretary of Seaboard Surety Company St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company St. Paul Mercury Insurance Company United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwriters Inc do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I hereunto set my hand this 18th day of August 2000



*Michael R. McKibben*

Michael R. McKibben Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800 421-3880 and ask for the Power of Attorney clerk Please refer to the Power of Attorney number, the above named individuals and the details of the bond to which the power is attached.

## FINANCIAL GUARANTEE BOND

Date bond executed August 18 1999

Effective date August 20 1999

Principal General Battery Corporation c/o Exide Corporation  
645 Penn Street, Reading PA 19601

Type of organization Pennsylvania Business Trust

State of incorporation N/A

Surety(ies) St Paul Fire and Marine Insurance Company  
385 Washington Street St Paul, MN 55102

EPI identification number, name, address, and closure and/or post-closure amount(s) for each facility  
guaranteed by this bond EPI Identification No IND000717959

Facility Name and Address General Battery Corporation, 2601 W Mt Pleasant Blvd  
Munice, IN 47302

Closure Amount \$1 793 302 00

Total penal sum of bond \$ 1 793 302 00

Surety's bond number 400JT6545

We, the Principal and Surety(ies) hereto are firmly bound to the Indiana Department of Environmental Management (hereinafter IDEM), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, of the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum

Whereas said Principal is required, under IC 13-7 and 329 IAC 3 1, to have a permit or interim status in order to own or operate each hazardous waste management facility identified above, and

Whereas, said Principal is required to provide financial assurance for closure or closure and post-closure care, as a condition of the permit or interim status, and

Whereas said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance,

Now, Therefore, the conditions of the obligation are such that if the Principal shall faithfully, before the beginning of final closure of each facility identified above, fund into the standby trust fund in the amount(s) identified above for the facility,

Or, if the Principal shall fund into the standby trust fund in such amount(s) within fifteen (15) days after a final order to begin closure is issued by the IDEM or a U S district court or other court of competent jurisdiction,

Or, if the Principal shall provide alternate financial assurance, as specified in 329 IAC 3 1-14 or 329 IAC 3 1-15, as applicable, and obtain the IDEM commissioner's written approval of such assurance, within ninety (90) days after the date notice of cancellation is received by both the Principal and the IDEM commissioner from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above Upon notification by the IDEM commissioner that the Principal has failed to perform as guaranteed by this bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the IDEM commissioner

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the IDEM commissioner, provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the IDEM commissioner, as evidenced by the return receipts

The Principal may terminate this bond by sending written notice to the Surety(ies), provided, however, that no such notice shall become effective until the Surety(ies) receives written authorization for termination of the bond by the IDEM commissioner

In Witness Whereof, the Principal and Surety(ies) have executed this Financial Guarantee Bond and have affixed their seals on the date set forth above



The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this surety bond is identical to the wording specified in 329 IAC 3 1-14-27 as such rule was constituted on the date this bond was executed

Principal General Battery Corporation

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Corporate seal

Corporate Surety(ies) St Paul Fire and Marine Insurance Company

Address 385 Washington Street, St Paul MN 55102

State of incorporation Minnesota

Liability Limit \$ 131 034 000 00

By Pamela L Nunez

Name Pamela L Nunez

Title Attorney-in-Fact

Corporate seal

Bond premium \$ 5 380 00

{Note The corporate seal is not required by Indiana law }

The St Paul

Surety

ST PAUL FIRE AND MARINE INSURANCE COMPANY  
38 Washington Street, St Paul, Minnesota 55101

CERTIFICATE OF  
AUTHORITY NO

POWER OF  
ATTORNEY NO

For verification of the authenticity of this Power of Attorney you may telephone toll free 1 800-421-3880 and ask for the Power of Attorney Clerk. Please refer to the Power of Attorney No. and the named individual(s)

F-15435

- GENERAL POWER OF ATTORNEY - CERTIFIED COPY  
(Original on File at Home Office of Company See Certification)

2131458

KNOW ALL MEN BY THESE PRESENTS That St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota having its principal office in the City of St Paul, Minnesota, does hereby constitute and appoint

Leslie L. Rudat, Pamela L. Nunez, Christine A. Hartung, Karen L. Jensen,  
Nancy M. Kunold, Elena Zunic, James L. Bly, individually, Pittsburgh,  
Pennsylvania

its true and lawful attorney(s)-in-fact to execute seal and deliver for and on its behalf as surety any and all bonds and undertakings recognizances contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed required or permitted by law, statute rule, regulation contract or otherwise

NOT TO EXCEED IN PENALTY THE SUM OF FIFTY MILLION DOLLARS (\$50,000,000) EACH

and the execution of all such instrument(s) in pursuance of these presents, shall be as binding upon said St. Paul Fire and Marine Insurance Company, as fully and amply to all intents and purposes as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office

This Power of Attorney is executed and may be certified to and may be revoked pursuant to and by authority of Article V -Section 6(C), of the By-Laws adopted by the Shareholders of ST PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 28th day of April, 1978 of which the following is a true transcript of said Section 6 (C)

"The President or any Vice President Assistant Vice President Secretary or Service Center General Manager shall have power and authority

- (1) To appoint Attorneys in fact and to authorize them to execute on behalf of the Company and attach the Seal of the Company thereto bonds and undertakings recognizances contracts of indemnity and other writings obligatory in the nature thereof and
- (2) To appoint special Attorneys-in-fact who are hereby authorized to certify to copies of any power of attorney issued in pursuance of this section and/or any of the By-Laws of the Company and
- (3) To remove at any time any such Attorney-in-fact or Special Attorney in-fact and revoke the authority given him

Further this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 5th day of May 1959 of which the following is a true excerpt

'Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached

IN TESTIMONY WHEREOF, St Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer this 2nd day of September, A D 1998

ST PAUL FIRE AND MARINE INSURANCE COMPANY

*Michael B Keegan*

MICHAEL B. KEEGAN, Vice President



STATE OF MARYLAND } ss  
City of Baltimore

On this 2nd day of September A D 1998 before me came the individual who executed the preceding instrument to me personally known, and being by me duly sworn said that he/she is the therein described and authorized officer of St Paul Fire and Marine Insurance Company, that the seal affixed to said instrument is the Corporate Seal of said Company, that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Official Seal at the City of Baltimore Maryland the day and year first above written



*Rebecca Easley Onokala*

REBECCA EASLEY ONOKALA Notary Public  
Mv Commission Expires July 13 2002

CERTIFICATION

I the undersigned officer of St Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals and that the said Power of Attorney has not been revoked and is now in full force and effect



IN TESTIMONY WHEREOF, I have hereunto set my hand this

18th day of August, 19 99

*Michael R. McKibben*

MICHAEL R. MCKIBBEN, Assistant Secretary

Only a certified copy of Power of Attorney bearing the Certificate of Authority No. printed in red on the upper right corner is binding. Photocopies, carbon copies or other reproductions of this document are invalid and not binding upon the Company

ANY INSTRUMENT ISSUED IN EXCESS OF THE PENALTY AMOUNT STATED ABOVE IS TOTALLY VOID AND WITHOUT ANY VALIDITY

329 IAC 3.1-14-27 Wording of instrument; surety bonds  
Sec. 27. A surety bond guaranteeing payment into a trust fund, as specified in section 6 or 16 of this rule, 329 IAC 3.1-15-4(c), or 329 IAC 3.1-15-6(c) (See 329 IAC 3.1-15-10(b).) must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted:  
Financial Guarantee Bond Date bond executed: \_\_\_\_\_ Effective date: \_\_\_\_\_  
Principal: [legal name and business address of owner or operator] Type of organization: [insert "individual," "joint venture," "partnership," or "corporation"] State of incorporation: \_\_\_\_\_ Surety(ies): [name(s) and business address(es)] EPA identification number, name, address, and closure and/or post-closure amount(s) for each facility guaranteed by this bond [indicate closure and post-closure amounts separately]: \_\_\_\_\_ Total penal sum of bond: \$ \_\_\_\_\_  
Surety's bond number: \_\_\_\_\_ Know All Persons By These Presents, That we, the Principal and Surety(ies) hereto are firmly bound to the Indiana Department of Environmental Management in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum. Whereas said Principal is required, under IC 13-7 and 329 IAC 3.1, to have a permit or interim status in order to own or operate each hazardous waste management facility identified above, and Whereas said Principal is required to provide financial assurance for closure, or closure and post-closure care, as a condition of the permit or interim status, and Whereas said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance; Now, Therefore, the conditions of the obligation are such that if the Principal shall faithfully, before the beginning of final closure of each facility identified above, fund the standby trust fund in the amount(s) identified above for the facility, Or, if the Principal shall fund the standby trust fund in such amount(s) within fifteen (15) days after a final order to begin closure is issued by the Indiana Department of Environmental Management or a U.S. district court or other court of competent jurisdiction, Or, if the Principal shall provide alternate financial assurance, as specified in 329 IAC 3.1-14, as applicable, and obtain the commissioner's written approval of such assurance, within ninety (90) days after the date notice of cancellation is received by both the Principal and the commissioner from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect. The Surety(ies) shall become liable on this bond

Moncie, IN Pg-2

obligation only when the Principal has failed to fulfill the conditions described above. Upon notification by the commissioner that the Principal has failed to perform as guaranteed by this bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the commissioner. The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum. The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the commissioner, provided, however, that cancellation shall not occur during the one hundred twenty (12) days beginning on the date of receipt of the notice of cancellation by both the Principal and the commissioner, as evidenced by the return receipts. The Principal may terminate this bond by sending written notice to the Surety(ies), provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the commissioner. [The following paragraph is an optional rider that may be included but is not required.] Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new closure and/or post-closure amount, provided that the penal sum does not increase by more than twenty percent (20%) in any one (1) year, and no decrease in the penal sum takes place without the written permission of the commissioner. In Witness Whereof, the Principal and Surety(ies) have executed this Financial Guarantee Bond and have affixed their seals on the date set forth above. The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this surety bond is identical to the wording specified in 329 IAC 3.1-14-27 as such rules were constituted on the date this bond was executed. Principal [Signature(s)] [Name(s)] [Title(s)] [Corporate seal] Corporate Surety(ies) [Name and address] State of incorporation: Liability limit: \$ [Signature(s)] [Name(s) and title(s)] [Corporate seal] [For every co-surety, provide signature(s) and other information in the same manner as for Surety above.] Bond premium: \$ (Note: The corporate seal is not required by Indiana law.)



**STIPULATION**  
(Penalty Increase or Decrease)

ATTACHED TO AND FORMING PART OF BOND NO	EFFECTIVE DATE OF BOND	EFFECTIVE DATE OF THIS STIPULATION	AMOUNT OF INCREASE/DECREASE	NEW PENALTY AMOUNT
400JT6545	August 20, 1999	August 18, 2000	\$26,900 00	\$1,820,202 00
ISSUED ON BEHALF OF General Battery Corporation c/o Exide Corporation 645 Penn Street, Reading, PA 19601		ISSUED IN FAVOR OF Indiana Department of Environmental Management 100 N Senate Street, Indianapolis, IN 46206		

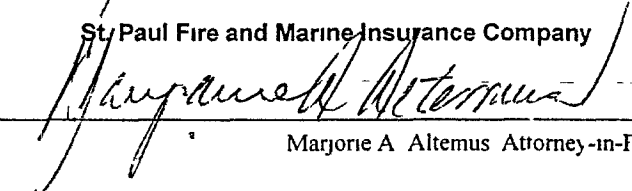
We, St Paul Fire and Marine Insurance Company, Surety on the above Bond, hereby stipulate and agree that from and after the effective date of this Stipulation the penalty of said Bond shall be

☒ increased } Check  
One by the amount stated above but the total liability of St Paul Fire and Marine Insurance Company

☐ decreased

under said Bond and this Stipulation shall not exceed the sum of One Million Eight Hundred Twenty Thousand Two Hundred Two and 00/100  
dollars (\$1,820,202 00)

St Paul Fire and Marine Insurance Company

  
Marjorie A. Altemus Attorney-in-Fact

**REQUEST FOR STIPULATION (INCREASE)**

We General Battery Corporation c/o Exide Corporation, Principal hereby request St Paul Fire and Marine Insurance Company to execute the foregoing Stipulation

General Battery Corporation c/o Exide Corporation

By \_\_\_\_\_

**CONSENT TO STIPULATION (DECREASE)**

We, \_\_\_\_\_, Oblige, hereby consent to the foregoing Stipulation decreasing the Bond amount

By \_\_\_\_\_

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwriters, Inc on September 2 1998 which resolutions are now in full force and effect, reading as follows

**RESOLVED**, that in connection with the fidelity and surety insurance business of the Company all bonds undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company either by the Chairman or the President or any Vice President, or an Assistant Vice President jointly with the Secretary or an Assistant Secretary under their respective designations The signature of such officers may be engraved, printed or lithographed The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s) in Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached and

**RESOLVED FURTHER**, that Attorney(s) in-Fact shall have the power and authority and in any case subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings and other writings obligatory in the nature thereof and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company

I Michael R McKibben Assistant Secretary of Seaboard Surety Company St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwriters Inc do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I hereunto set my hand this 18th day of August 2000



*Michael R. McKibben*

Michael R McKibben Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800 421-3880 and ask for the Power of Attorney clerk Please refer to the Power of Attorney number, the above named individuals and the details of the bond to which the power is attached

FRANCESCO FABRANCHI

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company, St Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters Inc on September 2, 1998, which resolutions are now in full force and effect, reading as follows

**RESOLVED**, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s) in Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein. Any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached, and

**RESOLVED FURTHER**, that Attorney(s)-in Fact shall have the power and authority and in any case subject to the terms and limitations of the Power of Attorney issued them to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings and other writings obligatory in the nature thereof and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company

I Michael R. McKibben Assistant Secretary of Seaboard Surety Company, St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company, St Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters Inc do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I hereunto set my hand this 4th day of October, 2000



*Michael R. McKibben*

Michael R. McKibben Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421 3880 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, the above-named individuals and the details of the bond to which the power is attached.



**CHANGE RIDER**

Rider to be attached to and form a part of Bond No 400JT6545, dated the 20th day of August, 1999, executed by St Paul Fire and Marine Insurance Company (the "Surety") on behalf of  
Exide Corporation

(the "Principal")

in favor of

Indiana Department of Environmental Management (the "Obligee")

The Principal and the Surety hereby consent to changing the attached bond as follows  
The name of the Facility.

FROM General Battery Corporation  
TO Exide Corporation

This change is effective 29th day of September, 2000

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified

Signed, sealed and dated this 4th day of October, 2000

WITNESS or ATTEST

Exide Corporation

By \_\_\_\_\_ (Seal)

St Paul Fire and Marine Insurance Company

By Marjorie A. Altemus (Seal)  
Marjorie A. Altemus, Attorney-in-Fact

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwriters, Inc on September 2, 1998 which resolutions are now in full force and effect, reading as follows

**RESOLVED**, that in connection with the fidelity and surety insurance business of the Company all bonds undertakings contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company either by the Chairman, or the President or any Vice President, or an Assistant Vice President jointly with the Secretary or an Assistant Secretary under their respective designations The signature of such officers may be engraved printed or lithographed The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof and subject to any limitations set forth therein any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached, and

**RESOLVED FURTHER**, that Attorney(s)-in-Fact shall have the power and authority and in any case, subject to the terms and limitations of the Power of Attorney issued them to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings and other writings obligatory in the nature thereof and any such instrument executed by such Attorney(s)-in Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company

I Michael R McKibben Assistant Secretary of Seaboard Surety Company St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwriters Inc do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I hereunto set my hand this 4th day of October 2000



*Michael R McKibben*

Michael R. McKibben Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421 3880 and ask for the Power of Attorney clerk Please refer to the Power of Attorney number, the above-named individuals and the details of the bond to which the power is attached.

**Financial Guarantee Bond**

Date bond executed August 18, 1999

Effective date August 20, 1999

Principal Exide Corporation d/b/a Schuylkill Metals  
645 Penn Street Reading PA 19601

State of incorporation Delaware

Surety(ies) St Paul Fire and Marine Insurance Company  
385 Washington Street  
St Paul MN 55102

EPI Identification Number, name, address, and closure and/or post-closure amount(s) for each facility guaranteed by this bond EPI Identification No LAD008184137  
Facility Name and Address - Exide Corporation  
2400 Brooklawn Drive, P O Box 74040, Baton Rouge, LA 70874-4040  
Closure Amt \$1 256,993 00 Post-Closure Amt \$170 874 00

Total penal sum of bond \$ 1,427 867 00

Surety's bond number 400JT6548

Know All Persons By These Presents, That we, the Principal and Surety(ies) hereto are firmly bound to the Louisiana Department of Environmental Quality in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, of the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum

WHEREAS, said Principal is required, under the Resource Conservation and Recovery Act (RCRA) as amended and the Louisiana Environmental Quality Act, R S 30 2001 et seq , to have a permit in order to own or operate each hazardous waste management facility(ies) identified above, and

WHEREAS, the Principal is required by law to provide financial assurance for closure or closure and post-closure care, as a condition of the permit or interim status, and

WHEREAS said Principal shall establish a standby trust fund as is required by LAC 33 V Chapter 37 when a surety bond is used to provide such financial assurance,

NOW, THEREFORE, the conditions of the obligation are such that if the Principal shall faithfully, before the beginning of final closure of each facility identified above, fund the standby trust fund in the amount(s) identified above for the facility,

OR, if the Principal shall fund the standby trust fund in such amount(s) within fifteen (15) days after a final order to begin closure is issued by the Secretary, or a court of competent jurisdiction,

OR, if the Principal shall provide alternate financial assurance as specified in LAC 33 V Chapter 37, and obtain written approval from the administrative authority of such assurance, within ninety (90) days after the date notice of cancellation is received by both the Principal and the administrative authority from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above. Upon notification by the administrative authority that the Principal has failed to perform as guaranteed by this bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the administrative authority.

The Surety(ies) hereby waives notification of amendments to closure plans, permits, applicable laws, statutes, rules, and regulations, and agrees that no such amendment shall in any way alleviate its obligation on this bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the administrative authority, provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the administrative authority, as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the Surety(ies) and to the administrative authority, provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the administrative authority.

Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly in accordance with LAC 33 V Chapter 37, and the conditions of the Hazardous Waste Facility permit so that it guarantees a new closure and/or post-closure amount, provided that the penal sum does not increase or decrease without the written permission of the administrative authority.

The Principal and Surety(ies) hereby agree that no portion of the penal sum may be expended without prior written approval of the administrative authority.

IN WITNESS WHEREOF, the Principal and Surety have executed this FINANCIAL GUARANTEE BOND and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this FINANCIAL GUARANTEE BOND on behalf of the Principal and Surety(ies), that each Surety hereto is authorized to do business in the State of Louisiana, and that the wording of this surety bond is identical to the wording specified in LAC 33 V 3719B as such regulations were constituted on the date this bond was executed

Principal Exide Corporation d/b/a Schuykill Metals

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Corporate seal

Corporate Sureties St Paul Fire and Marine Insurance Company

385 Washington Street St Paul MN 55102

State of incorporation Minnesota

Liability Limit \$ 131 034 000

By Pamela L Nunez

Name Pamela L Nunez

Title Attorney-in-Fact

Corporate seal

Bond premium \$ 5 711 00

Countersigned

By T.D. Ruddock

Name T D Ruddock

Title Louisiana Resident Agent

The **St Paul**

Surety

ST PAUL FIRE AND MARINE INSURANCE COMPANY  
381 Washington Street, St Paul, Minnesota 55102

CERTIFICATE OF  
AUTHORITY NO

POWER OF  
ATTORNEY NO

For verification of the authenticity of this Power of Attorney, you may telephone toll free 1-800 421-3880 and ask for the Power of Attorney Clerk. Please refer to the Power of Attorney No and the named individual(s)

F-15435

**GENERAL POWER OF ATTORNEY - CERTIFIED COPY**  
(Original on File at Home Office of Company See Certification)

2131455

KNOW ALL MEN BY THESE PRESENTS That St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, having its principal office in the City of St Paul, Minnesota does hereby constitute and appoint

Leslie L. Rudat, Pamela L. Nunez, Christine A. Hartung, Karen L. Jensen,  
Nancy M. Kunold, Elena Zunic, James L. Bly, individually, Pittsburgh,  
Pennsylvania

its true and lawful attorney(s) in-fact to execute seal and deliver for and on its behalf as surety any and all bonds and undertakings recognizances contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed required or permitted by law statute, rule regulation contract or otherwise

NOT TO EXCEED IN PENALTY THE SUM OF FIFTY MILLION DOLLARS (\$50,000,000) EACH

and the execution of all such instrument(s) in pursuance of these presents shall be as binding upon said St Paul Fire and Marine Insurance Company, as fully and amply to all intents and purposes as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office

This Power of Attorney is executed and may be certified to and may be revoked pursuant to and by authority of Article V -Section 6(C) of the By-Laws adopted by the Shareholders of ST PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 28th day of April 1978 of which the following is a true transcript of said Section 6 (C)

The President or any Vice President, Assistant Vice President, Secretary or Service Center General Manager shall have power and authority

- (1) To appoint Attorneys in-fact and to authorize them to execute on behalf of the Company and attach the Seal of the Company thereto bonds and undertakings recognizances contracts of indemnity and other writings obligatory in the nature thereof and
- (2) To appoint special Attorneys-in fact who are hereby authorized to certify to copies of any power-of attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
- (3) To remove at any time any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 5th day of May 1959 of which the following is a true excerpt

'Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached

IN TESTIMONY WHEREOF St Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer this 2nd day of September, A D 1998



STATE OF MARYLAND } ss  
City of Baltimore

ST PAUL FIRE AND MARINE INSURANCE COMPANY

*Michael B Keegan*

MICHAEL B KEEGAN, Vice President

On this 2nd day of September A D 1998 before me came the individual who executed the preceding instrument to me personally known and, being by me duly sworn said that he/she is the therein described and authorized officer of St Paul Fire and Marine Insurance Company, that the seal affixed to said instrument is the Corporate Seal of said Company, that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Baltimore, Maryland, the day and year first above written



*Rebecca Easley-Onokala*

REBECCA EASLEY-ONOKALA Notary Public  
My Commission Expires July 13, 2002

**CERTIFICATION**

I the undersigned officer of St Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect



IN TESTIMONY WHEREOF, I have hereunto set my hand this

18th day of August, 19 99

*Michael R. McKibben*

MICHAEL R MCKIBBEN Assistant Secretary

Only a certified copy of Power of Attorney bearing the Certificate of Authority No printed in red on the upper right corner is binding Photocopies, carbon copies or other reproductions of this document are invalid and not binding upon the Company

ANY INSTRUMENT ISSUED IN EXCESS OF THE PENALTY AMOUNT STATED ABOVE IS TOTALLY VOID AND WITHOUT ANY VALIDITY

**The St Paul****STIPULATION**  
(Penalty Increase or Decrease)

ATTACHED TO AND FORMING PART OF BOND NO	EFFECTIVE DATE OF BOND	EFFECTIVE DATE OF THIS STIPULATION	AMOUNT OF INCREASE/DECREASE	NEW PENALTY AMOUNT
400JT6548	August 20, 1999	August 18, 2000	\$21,418 00	\$1,449,285 00
ISSUED ON BEHALF OF Exide Corporation d/b/a Schuylkill Metals 645 Penn Street, Reading, PA 19601		ISSUED IN FAVOR OF Louisiana Department of Environmental Quality 7290 Bluebonnet Boulevard, Baton Rouge, LA 70810		

We, St Paul Fire and Marine Insurance Company, Surety on the above Bond, hereby stipulate and agree that from and after the effective date of this Stipulation the penalty of said Bond shall be

☒ increased } *Check*  
                          *One* by the amount stated above but the total liability of St Paul Fire and Marine Insurance Company  
☐ decreased }

under said Bond and this Stipulation shall not exceed the sum of One Million Four Hundred Forty-Nine Thousand Two Hundred Eighty-Five and 00/100

dollars (\$1,449,285 00)

COUNTERSIGNED BY

T. D. Ruddock  
T. D. Ruddock, LA Resident Agent

St Paul Fire and Marine Insurance Company  
Marjorie A. Altemus  
Marjorie A. Altemus, Attorney-in-Fact

**REQUEST FOR STIPULATION (INCREASE)**

We Exide Corporation d/b/a Schuylkill Metals, Principal hereby request St Paul Fire and Marine Insurance Company to execute the foregoing Stipulation

Exide Corporation d/b/a Schuylkill Metals

By \_\_\_\_\_

**CONSENT TO STIPULATION (DECREASE)**

We, \_\_\_\_\_, Obligee, hereby consent to the foregoing Stipulation decreasing the Bond amount

By \_\_\_\_\_

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwriters, Inc on September 2 1998, which resolutions are now in full force and effect, reading as follows

**RESOLVED**, that in connection with the fidelity and surety insurance business of the Company all bonds undertakings contracts and other instruments relating to said business may be signed executed and acknowledged by persons or entities appointed as Attorney(s) in Fact pursuant to a Power of Attorney issued in accordance with these resolutions Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President or any Vice President or an Assistant Vice President jointly with the Secretary or an Assistant Secretary under their respective designations The signature of such officers may be engraved printed or lithographed The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s) in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof and subject to any limitations set forth therein any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached and

**RESOLVED FURTHER**, that Attorney(s) in-Fact shall have the power and authority and in any case subject to the terms and limitations of the Power of Attorney issued them to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings and other writings obligatory in the nature thereof and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company

I Michael R McKibben Assistant Secretary of Seaboard Surety Company St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwriters Inc do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I hereunto set my hand this 18th day of August 2000



*Michael R. McKibben*

Michael R McKibben Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421 3880 and ask for the Power of Attorney clerk Please refer to the Power of Attorney number, the above-named individuals and the details of the bond to which the power is attached.



### FINANCIAL GUARANTEE BOND

Bond premium \$ 75,630 00

Date bond executed September 29, 2000

Effective date September 29 2000

Principal Exide Corporation  
645 Penn Street, Reading, PA 19601

Type or Organization Corporation

State of Incorporation Delaware

Surety(ies) St Paul Fire and Marine Insurance Company  
385 Washington Street  
St Paul, MN 55102

EPA Identification Number, name, address and closure and/or post closure amount(s) for each facility guaranteed by this bond

EPA ID No GAD070330576

Facility Name and Address Exide Corporation

3639 Joy Road Columbus, GA 31906

Post-Closure Amt \$9 453,781 00

Total penal sum of bond \$ 9,453,781 00

Surety's bond number 400JT6563

Know All Persons By These Presents, That we, the Principal and Surety(ies) hereto are firmly bound to the Georgia Environmental Protection Division (hereinafter called EPD), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum

Whereas said Principal is required, under the Resource Conservation and Recovery Act as amended (RCRA), to have a permit or interim status in order to own or operate each hazardous waste management facility identified above, and

Whereas said Principal is required to provide financial assurance for closure, or closure and post-closure care, as a condition of the permit or interim status, and

Whereas said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance,

Now, Therefore, the conditions of the obligation are such that if the Principal shall faithfully, before the beginning of final closure of each facility identified above, fund the standby trust fund in the amount(s) identified above for the facility,

Or, if the Principal shall fund the standby trust fund in such amount(s) within 15 days after a final order to begin closure is issued by the Director of the Environmental Protection Division or a U S district court or other court of competent jurisdiction,

Or, if the Principal shall provide alternate financial assurance, as specified in subpart H of 40 CFR part 264 or 265, as applicable, and obtain the Director of the Environmental Protection Division's written approval of such assurance, within 90 days after the date of notice of cancellation is received by both the Principal and the Director of the Environmental Protection Division from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above Upon notification by the Director of the Environmental Protection Division that the Principal has failed to perform as guaranteed by this bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the Director of the Environmental Protection Division

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the Director of the Environmental Protection Division provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the Director of the Environmental Protection Division, as evidenced by the return receipts

The Principal may terminate this bond by sending written notice to the Surety(ies), provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the Director of the Environmental Protection Division

In Witness Whereof, the Principal and Surety(ies) have executed this Financial Guarantee Bond and have affixed their seals on the date set forth above

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this surety bond is identical to the wording specified in 40 CFR 264 151(b) as such regulations were constituted on the date this bond was executed

Principal Exide Corporation

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Corporate seal

Corporate Surety(ies) St Paul Fire and Marine Insurance Company

385 Washington Street, St Paul, MN 55102

A Minnesota Corporation

Liability Limit \$ 9,453,781 00

By Pamela L Nunez

Name Pamela L Nunez

Title Attorney-in-Fact

Corporate Seal

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company, St Paul Mercury Insurance Company United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwriters Inc on September 2 1998, which resolutions are now in full force and effect, reading as follows

**RESOLVED**, that in connection with the fidelity and surety insurance business of the Company all bonds undertakings, contracts and other instruments relating to said business may be signed, executed and acknowledged by persons or entities appointed as Attorney(s)-in Fact pursuant to a Power of Attorney issued in accordance with these resolutions Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary under their respective designations The signature of such officers may be engraved, printed or lithographed The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s) in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached and

**RESOLVED FURTHER**, that Attorney(s)-in Fact shall have the power and authority, and in any case subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings and other writings obligatory in the nature thereof and any such instrument executed by such Attorney(s)-in Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company

I Michael R McKibben Assistant Secretary of Seaboard Surety Company St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company, United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwriters Inc do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I hereunto set my hand this 29th day of September 2000



*Michael R. McKibben*

Michael R McKibben Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1 800-421-3880 and ask for the Power of Attorney clerk Please refer to the Power of Attorney number, the above-named individuals and the details of the bond to which the power is attached.

## FINANCIAL GUARANTEE BOND

Bond premium \$ 125,464 00

Date bond executed September 29, 2000

Effective date September 29, 2000

Principal Exide Corporation  
645 Penn Street, Reading, PA 19601

Type or Organization Corporation

State of Incorporation Delaware

Surety(ies) St Paul Fire and Marine Insurance Company  
385 Washington Street  
St Paul, MN 55102

EPA Identification Number, name, address and closure and/or post closure amount(s) for each facility guaranteed by this bond

EPA ID No FLD000609083

Facility Name and Address Exide Corporation  
3521 South 50<sup>th</sup> Street, Tampa, FL 33619

Post-Closure Amt \$15,682 978 00

Total penal sum of bond \$ 15,682,978 00

Surety's bond number 400JT6562

Know All Persons By These Presents, That we, the Principal and Surety(ies) hereto are firmly bound to the Florida Department of Environmental Regulation (hereinafter called DER), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum

Whereas said Principal is required, under the Resource Conservation and Recovery Act as amended (RCRA), to have a permit or interim status in order to own or operate each hazardous waste management facility identified above, and

Whereas said Principal is required to provide financial assurance for closure, or closure and post-closure care, as a condition of the permit or interim status, and

Whereas said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance,

Now, Therefore, the conditions of the obligation are such that if the Principal shall faithfully, before the beginning of final closure of each facility identified above, fund the standby trust fund in the amount(s) identified above for the facility,

Or, if the Principal shall fund the standby trust fund in such amount(s) within 15 days after a final order to begin closure is issued by the Secretary of the DER or a U S district court or other court of competent jurisdiction,

Or, if the Principal shall provide alternate financial assurance, as specified in subpart H of 40 CFR part 264 or 265, as applicable, and obtain the Secretary of the DER's written approval of such assurance, within 90 days after the date of notice of cancellation is received by both the Principal and the Secretary of the DER from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above. Upon notification by the Secretary of the DER that the Principal has failed to perform as guaranteed by this bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the Secretary of the DER

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the Secretary of the DER, provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the Secretary of the DER, as evidenced by the return receipts

The Principal may terminate this bond by sending written notice to the Surety(ies), provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the Secretary of the DER

In Witness Whereof, the Principal and Surety(ies) have executed this Financial Guarantee Bond and have affixed their seals on the date set forth above

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this surety bond is identical to the wording specified in 40 CFR 264-151(b) as such regulations were constituted on the date this bond was executed

Principal Exide Corporation

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Corporate seal

Corporate Surety(ies) St Paul Fire and Marine Insurance Company

385 Washington Street, St Paul, MN 55102

A Minnesota Corporation

Liability Limit \$ 15,682,978 00

By Pamela L Nunez

Name Pamela L Nunez

Title Attorney-in-Fact

Corporate Seal

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters Inc on September 2, 1998, which resolutions are now in full force and effect, reading as follows

**RESOLVED**, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings contracts and other instruments relating to said business may be signed, executed and acknowledged by persons or entities appointed as Attorney(s)-in Fact pursuant to a Power of Attorney issued in accordance with these resolutions Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President or any Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary under their respective designations The signature of such officers may be engraved printed or lithographed The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached and

**RESOLVED FURTHER**, that Attorney(s)-in-Fact shall have the power and authority and, in any case subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company

I Michael R McKibben, Assistant Secretary of Seaboard Surety Company St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwriters Inc do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I hereunto set my hand this 29th day of September 2000



*Michael R McKibben*

Michael R McKibben Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1 800-421-3880 and ask for the Power of Attorney clerk Please refer to the Power of Attorney number, the above-named individuals and the details of the bond to which the power is attached.



**RESTORATION PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, EXIDE CORPORATION, 645 Penn Street, Reading, PA 19601, as Principal, and SEABOARD SURETY COMPANY, 600 W Germantown Pike, Suite 260, Plymouth Meeting, PA 19462, as Surety, are held and firmly bound unto MR HENRY BALMER, 1549 Mentee Road, Lancaster, PA 17602, in the penal sum of THREE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$3,500 00), lawful money of the United States, for the faithful payment of which we hereby bind ourselves, our heirs, executors, administrators and assigns

WHEREAS, the Principal has submitted, and the Pennsylvania Department of Environmental Protection has approved, a Workplan to Perform Soil and Groundwater Sampling which requires the Principal to undertake certain sampling activities on the property of the Obligee, known as the Access Area, to be carried out by other contractors, subcontractors, and agents, and

WHEREAS, pursuant to the Property Access Agreement dated September 15, 1996, the Obligee has granted the Principal and its employees, agents, contractors, successors and assigns access to and upon said Access Area for the sole and limited purpose of implementing the Work, the Workplan, and any other actions that may be required by the Pennsylvania Department of Environmental Protection, including, without limitation, sampling and analysis of environmental media, conditioned upon receipt of a bond ensuring restoration of the property to its present condition

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall keep and maintain the Access Area in good condition and promptly restore the Access Area to a condition substantially equivalent to its condition prior to the initiation of the Work, and if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Workplan, then this obligation shall be null and void, otherwise to remain in full force and effect subject to the following conditions

1 A claimant is defined as one having a direct Contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat oil, gasoline, telephone service or rental of equipment directly applicable to the Contract

2 The above named Principal and Surety hereby jointly and severally agree with the Owner that every Claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon The Owner shall not be liable for the payment of any costs or expenses of any such suit

Signed sealed and dated this 15th day of September 1997

Certified Copy

# SEABOARD SURETY COMPANY

36-6199

No. 15235

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint Raymond B. White or Leslie L. Rudat or Pamela L. Nunez or Christine A. Hartung or James L. Bly

of Pittsburgh, Pennsylvania

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of similar nature as follows

### Without Limitations

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if signed by the duly authorized officers of the Company and sealed with its corporate seal, and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Company on December 8th, 1927, with Amendments to and including January 15, 1982 and are still in full force and effect

#### ARTICLE VII, SECTION 1

"Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating thereto Insurance policies, bonds, recognizances, stipulations, consents of surety and underwriting undertakings of the Company and releases agreements and other writings relating in any way thereto or to any claim or loss thereunder shall be signed in the name and on behalf of the Company

(a) by the Chairman of the Board, the President a Vice-President or a Resident Vice-President and by the Secretary an Assistant Secretary a Resident Secretary or a Resident Assistant Secretary or (b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board the President or a Vice-President to make such signature or (c) by such other officers or representatives as the Board may from time to time determine The seal of the Company shall if appropriate be affixed thereto by any such officer Attorney-in-Fact or representative

IN WITNESS WHEREOF, SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice-Presidents, and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries, this 10th day of October, 19 97



Attest

(Seal)

Assistant Secretary

STATE OF NEW JERSEY  
COUNTY OF SOMERSET

On this 10th day of October, 19 97, before me personally appeared Brian P. Curry

SEABOARD SURETY COMPANY,

By

Brian P. Curry

Vice President

with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of New Jersey that he is a Vice-President of SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument, that he knows the corporate seal of the said Company, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto as Vice-President of said Company by like authority



BELINDA FAYE LEE  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Sept 9, 1998

Belinda Faye Lee

Notary Public

### CERTIFICATE

I the undersigned Assistant Secretary of SEABOARD SURETY COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Vice-President who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an attorney-in-fact as provided in Article VII, Section 1 of the By-Laws of SEABOARD SURETY COMPANY

This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Executive Committee of the Board of Directors of SEABOARD SURETY COMPANY at a meeting duly called and held on the 25th day of March 1970

RESOLVED: (2) That the use of a printed facsimile of the corporate seal of the Company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Article VII, Section 1, of the By-Laws appointing and authorizing an attorney-in-fact to sign in the name and on behalf of the Company surety bonds, underwriting undertakings or other instruments described in said Article VII, Section 1, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this 13th day of March, 19 98



Siara M. Cascard

Assistant Secretary

Form 957 (Rev. 7/84)



Date Prepared

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF LAND RECYCLING AND WASTE MANAGEMENT

ID Number

**SURETY BOND**  
**For A Waste Management Facility**

**To be completed by Permittee/Operator**Name of Facility Exide CorporationAddress Spring Valley Road & Nolan StreetLaureldale, PA 19605Municipality Muhlenberg Twp & Borough of LaureldaleCounty Berks**Department Use Only**

Solid Waste Permit No \_\_\_\_\_

Date of Permit Issuance \_\_\_\_\_

Permit Acreage \_\_\_\_\_

**Type of Facility** Check one

- ☒ Hazardous  
☐ Municipal  
☐ Residual  
☐ Other (describe) \_\_\_\_\_  
 (Describe facility type/activity)

**Purpose** Check one

## (1) Operation and Closure of a Waste Management Facility

- ☐ (a) Initial Bond  
☐ (b) Repermit of Existing Facility  
☐ (c) Additional Bond  
☐ (d) - Replacement Bond  
☒ (e) Change of Ownership  
☐ (f) Application for Mobile Processing facility permit

## (2) Closure of a Waste Management Facility

**To be completed by Surety Company**Bond No 400JT6564

WHEREAS, Exide Corporation (Name of Permittee, or Operator) (1) a Corporation,  
incorporated under the Laws in the State of \_\_\_\_\_  
or (2) A Pennsylvania Business Trust (Individual, Limited/General Partnership, Registered Fictitious Name Business), with its principal place of  
business at 645 Penn Street, Reading, PA 19601 (Address)  
or (3) \_\_\_\_\_ as (1) filed application for permit(s), or (2) executed  
(municipality or municipal authority)  
a \_\_\_\_\_ (hereinafter "Agreement") dated \_\_\_\_\_  
(Consent agreement/consent decree/consent adjudication) (date of agreement)  
with the Commonwealth of Pennsylvania, Department of Environmental Protection (hereinafter referred to as the  
"Department"), or (3) has been ordered by the Department, under the provisions of the "Pennsylvania Solid Waste  
Management Act", Act of July 7, 1980, No 97, as amended (hereinafter "Act 97") for the purpose, as indicated above of  
either (1) the operation and closure or (2) closure of a waste management facility which will affect 48  
(Acreage to be Under Permit or as Referenced by Order/Agreement etc)  
acres of land owned by Exide Corporation (Name of Landowner) in  
Muhlenberg Township & Borough of Laureldale (Name of Municipality)  
Berks County, Pennsylvania (hereinafter referred to as "facility")  
(Name of County)

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that we, Exide Corporation (Name of Principal)  
\_\_\_\_\_, as principal, and  
St Paul Fire and Marine Insurance Company, a corporation of the State of  
Minnesota, licensed to do business in the Commonwealth of Pennsylvania, and  
with its principal place of business at 385 Washington Street, St Paul, MN 55102 (Address)  
\_\_\_\_\_, as surety,  
and intending to be legally bound hereby, are held and firmly bound unto the Department, in the just and full sum of  
One Million Five Hundred Seventy-Two Thousand Two Hundred Seventy- (\$1,572,274 00 ) Dollars,  
(Written Dollar Amount) Four and 00/100 (Numerical Dollar Amount)  
to the payment whereof, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators,  
assign and successors, firmly by these presents

NOW THE CONDITION OF THIS OBLIGATION is such that if the operator shall faithfully perform all of the requirements of (1) of the Act of Assembly approved July 7, 1980, P L 380, known as the "Solid Waste Management Act", (2) the Act of Assembly approved June 22, 1937, P L 1987, as amended, known as "The Clean Streams Law", (3) the Act of Assembly approved January 8, 1960, P L 2119, as amended, known as the "Air Pollution Control Act", (4) the applicable provisions of the Act of Assembly approved November 26, 1978, P L 1375, as amended known as the "Dam Safety and Encroachments Act", (5) the applicable provisions of the Act of Assembly approved May 31, 1945, P L 1198, as amended, known as the "Surface Mining Conservation and Reclamation Act", (6) the Act of Assembly approved July 28, 1988, P L 556, known as the "Municipal Waste Planning, Recycling and Waste Reduction Act", (7) the rules and regulations promulgated thereunder, (8) the provisions and conditions of the permits issued thereunder the designated in this bond, (9) any agreement with or order of the Department, and (10) such amendments or additions to the acts, regulations, terms and conditions of the permits, and orders of the Department as may hereinafter be lawfully made (all of which are hereinafter referred to as the "law"), then this obligation shall be null and void, otherwise to be and remain in full force and effect

LIABILITY UPON THIS BOND shall be for the amount specified herein Liability upon this bond shall be continuous from the initiation of operations at the facility, and shall continue for the duration of the processing and/or disposal of solid waste at the aforesaid facility and for a period of ten (10) years after approved final closure of the site, unless released in whole or in part by the Department, in writing, prior thereto as provided by the law In the event any environmental damage is caused by the principal in violation of the aforementioned law, then the bond shall not be released, but the liability under this bond shall continue until such environmental damage is corrected and the site restored to a condition of compliance with the aforementioned law This bond shall be in default if the Principal fails, refuses or is unable to complete restoration work as directed, in writing, by the Department Liability upon this bond shall extend to the entire facility It is agreed and understood by the Surety and the Principal that this bond covers and includes any and all liabilities and obligations under the aforementioned law which accrued on the permit site prior to the issuance of Permit No PAD990753089, as well as any and all liabilities and obligations of the Principal to be accrued under the law from the date of issuance of the Permit until such times as the Department shall release, in writing, such liabilities and obligations

It is acknowledged and agreed by the parties that the liability upon this bond is a penal sum, and as such the Commonwealth retains an interest in such guarantee, which interest may not be affected by bankruptcy, insolvency, or other financial incapacity of the Principal on the bond until release of such liability as provided by the law

UPON THE HAPPENING OF ANY DEFAULT of the provisions, conditions and obligations assumed under this bond and the declaration of a forfeiture by the Secretary, or his designee, the period for appeal provided by law having expired, the Principal and the Surety hereby authorize and empower the Attorney General of the Commonwealth of Pennsylvania, or any other attorney of any court of record in Pennsylvania, or elsewhere, by him deputized for the purpose, to appear for and confess judgement against the principal and/or the surety, their successors or assigns, in favor of the Commonwealth of any sum or sums of money which may be due hereunder, with or without defalcation or declaration filed, with interest and costs, with release of errors, without stay of execution and with ten (10%) percent added for collection fees, and for the exercise of this power, this instrument, or a copy thereof, any rule of court to the contrary notwithstanding, shall be full warrant and authority. This power shall be inexhaustible. The surety and principal are jointly and severally liable for payment of the bond amount, which shall be confessed to judgement and execution upon forfeiture.

The principal and surety further agree that execution may issue upon judgement so confessed for the full amount of money and accrued interest that is owing from the principal and/or the surety to the Commonwealth, with costs and collection fee upon filing information in writing in the court when such judgement shall be entered.

Full payment shall be made under the bond within 30 days of receipt of the Department's declaration of forfeiture by the surety.

The surety may cancel the bond by sending written notice of cancellation to the Department and the principal on the bond, only under the following conditions:

The notice of cancellation shall be sent by certified mail, return receipt requested. Cancellation may not take effect until 120 days after receipt of the notice of cancellation by the Department and the principal on the bond as evidenced by return receipts.

Within 30 days after receipt of a notice of cancellation, the Principal shall provide the Department with a replacement bond as defined by the law. If the Principal fails to submit a replacement bond acceptable to the Department within the 30 day period, the Department will issue a notice of violation to the Principal requiring that the bond be replaced within 30 days of the notice of violation. If the bond is not replaced within the 30 day period, the Department may issue a cessation order for permits of the Principal and related parties, and thereafter take action as may be appropriate.

Failure of the Principal to submit a replacement bond within 30 days after the notice of violation constitutes grounds for forfeiture of the bond, and other bonds submitted by the Principal, under the law. If the Department declares the bond forfeited before the expiration of the 120 day period, the notice of cancellation is null and void.

FURTHER, the principal and the surety agree that their liability hereunder shall not be impaired or affected by, (a)any renewal or extension of the time for performance of any of the provisions, conditions or obligations upon which this bond is conditioned, or (b)any forbearance or delay in declaring this bond to be forfeited or in enforcing payment on this bond. The surety hereby waives any right to cover or perform the obligations of the principal upon the principal's default, provided however, that the Department may, in writing, authorize the surety to cover such defaulted obligations if the Department determines that it is in the Department's interest to do so.

FURTHER, the Surety agrees that any collateral held by it as security for its indemnification with respect to this bond is held by the Surety as a trust on behalf of the Department to assure the liabilities and obligations secured by this bond will be performed, fulfilled and complied with. The Surety hereby agrees that, upon its cessation in business, insolvency or bankruptcy, all of its right, title and interest in such collateral shall immediately vest in the Department such that the Department has full ownership thereof.

FURTHER, the Principal and the Surety agree that their liability hereunder shall not be impaired or affected by, (a)any renewal or extension of the time for performance of any of the provisions, conditions or obligations upon which this bond is conditioned, or (b)any forbearance or delay in declaring this bond to be forfeited or in enforcing payment on this bond.

FURTHER, the Department reserves the right to require additional bonding from the Principal, as provided by law, which shall be a supplement to and augment the bond liability provided herein. The Department may release, in writing, a portion of the amount of liability provided in this bond for partial completion of the provisions, conditions and obligations assumed by the Principal herein, as may be authorized by the law, and such amount released shall be a credit upon the total amount of this bond. Nothing herein shall limit or preclude the Department from seeking to enforce any remedy, in addition to the forfeiture of this bond, which may be authorized or provided by law.

IN WITNESS WHEREOF, the principal and surety have hereunto set their hands and seals, intending to be legally bound hereby, this 29th day of September, 20 00

Principal: Exide Corporation  
(Print Name of Permittee/Operator)

Affix Corporate Seal Here

Attest or Witness

_____	By _____
(Print/Type Name)	(Print/Type Name and Title)
_____	_____
(Signature of Above)	(Signature of Above)
_____	By _____
(Print/Type Name)	(Print/Type Name and Title)
_____	_____
(Signature Above)	(Signature Above)

Surety St Paul Fire and Marine Insurance Company  
(Print Name)

Affix Corporate Seal Here

Attest or Witness

Wendy Rosen, Witness	By <u>Marjorie A. Altemus, Attorney-in-Fact</u>
(Print/Type Name)	(Print/Type Name and Title)
<u>Wendy Rosen</u>	<u>Marjorie A. Altemus</u>
(Signature of Above)	(Signature of Above)
_____	By _____
(Print/Type Name)	(Print/Type Name and Title)
_____	_____
(Signature Above)	(Signature Above)

Pennsylvania Resident Agent

Pamela L. Nunez  
(Signature)

Pamela L. Nunez  
(Print/Type Name)

Approved as to legality and form,

Approved for the Department

PRE-APPROVED OAG 3/22/99  
Office of Attorney General

\_\_\_\_\_  
(Type Name and Title)

\_\_\_\_\_  
(Signature of Above)

\_\_\_\_\_  
(Chief Counsel/Assistant Counsel)  
Department of Environmental Protection

\_\_\_\_\_  
(Date)



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President, or any Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof and subject to any limitations set forth therein. Any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached and.

**RESOLVED FURTHER**, that Attorney(s)-in-Fact shall have the power and authority and in any case subject to the terms and limitations of the Power of Attorney issued them to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof and any such instrument executed by such Attorney(s) in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Michael R. McKibben, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I hereunto set my hand this 29th day of September 2000



*Michael R. McKibben*

Michael R. McKibben, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, the above named individuals and the details of the bond to which the power is attached.



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF LAND RECYCLING AND WASTE MANAGEMENT

**SURETY BOND ENDORSEMENT**  
**Change of Ownership**

It is agreed and understood by the Principal and Surety, on Surety Bond No 400JT6564, dated 9-29-00, to which this Endorsement is attached and intended to become a part of, that said bond is submitted as bond required by and pursuant to Permit No PAD990753089 to replace Surety bond(s) pledged and deposited with the  
(surety or collateral)

Commonwealth by General Battery Corporation

(name of former permittee)

Pursuant to Permit No (s) PAD990753089

(original Permit No )

issued on November 4, 1988

(original permit date)

The undersigned Principal and Surety hereby assume, as a condition upon the attached Surety Bond, any and all liability and obligations accrued on the original permit and to be accrued on the new permit under the law (as defined in the attached bond) from the date of the issuance of the original permit until such time as the Commonwealth shall release, in writing, such liability and obligations. It is specifically agreed and intended that the attached replacement Surety Bond is retroactively effective from the date of the issuance of the original permit.

It is understood that the Commonwealth, in consideration of the pledge and deposit of the attached replacement Surety Bond, will release the existing bonds of the former permittee.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, sign, seal and deliver this Endorsement, this 29th day of September, 20 00

ATTEST OR WITNESS

Principal Exide Corporation

(Print Name)

By \_\_\_\_\_

(Title)

(Seal)

By \_\_\_\_\_

(Title)

ATTEST OR WITNESS

Surety St Paul Fire and Marine Insurance Company

(Print Name)

By \_\_\_\_\_

(Title)

(Seal)

By \_\_\_\_\_

Marjorie A. Altamus, Attorney-in-Fact

(Title)

Wendy Rosen, Witness

Approved as to legality and form

Chief Counsel/Assistant Counsel  
Department of Environmental Protection

**PRE-APPROVED OAG**  
Office of Attorney General

**3-22-99**



Printed on Recycled Paper

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company, St Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwriters Inc on September 2, 1998 which resolutions are now in full force and effect, reading as follows

**RESOLVED**, that in connection with the fidelity and surety insurance business of the Company, all bonds undertakings, contracts and other instruments relating to said business may be signed executed and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company either by the Chairman, or the President or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary under their respective designations The signature of such officers may be engraved printed or lithographed The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s) in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached and

**RESOLVED FURTHER**, that Attorney(s)-in Fact shall have the power and authority and in any case, subject to the terms and limitations of the Power of Attorney issued them to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company

I Michael R McKibben Assistant Secretary of Seaboard Surety Company St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwriters Inc do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I hereunto set my hand this 29th day of September 2000



*Michael R McKibben*

Michael R McKibben Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 and ask for the Power of Attorney clerk Please refer to the Power of Attorney number, the above-named individuals and the details of the bond to which the power is attached.

Date Prepared

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF LAND RECYCLING AND WASTE MANAGEMENT

I.D. Number

## SURETY BOND

## For A Waste Management Facility

To be completed by Permittee/Operator

Name of Facility General Battery Corporation

Address Spring Valley Road & Nolan Street  
Laureldale, PA 19605

Municipality Muhlenberg Twp & the Borough of LaureldaleCounty Berks

Department Use Only.

Solid Waste Permit No \_\_\_\_\_

Date of Permit Issuance \_\_\_\_\_

Permit Acreage \_\_\_\_\_

Type of Facility\* Check one

☒ Hazardous☐ Municipal☐ Residual☐ Other (describe) \_\_\_\_\_

(Describe facility type/activity)

PO BOX 8766  
Harrisburg 17105

off 8/29/99

Purpose: Check one

(1) Operation and Closure of a Waste Management Facility

☐ (a) Initial Bond☐ (b) Repermit of Existing Facility☐ (c) Additional Bond☒ (d) Replacement Bond☐ (e) Change of Ownership☐ (f) Application for Mobile Processing facility permit

#5896.

(2) Closure of a Waste Management Facility

3.75/m  
MD  
9/30/99

To be completed by Surety Company

Bond No 400JT6552

WHEREAS, General Battery Corporation, (1) a Corporation,  
(Name of Permittee, or Operator)

incorporated under the Laws in the State of \_\_\_\_\_

or (2) a Pennsylvania Business Trust, with its principal place of  
(Individual, Limited/General Partnership, Registered Fictitious Name Business)

business at c/o Exide Corporation, 645 Penn Street, Reading, PA 19601  
(Address)

or (3) \_\_\_\_\_ has (1) filed application for permit(s), or (2) executed  
(municipality or municipal authority)

a \_\_\_\_\_ (hereinafter "agreement") dated \_\_\_\_\_  
(Consent agreement/consent decree/consent adjudication) (date of agreement)

with the Commonwealth of Pennsylvania, Department of Environmental Protection (hereinafter referred to as the

"Department"), or (3) has been ordered by the Department, under the provisions of the "Pennsylvania Solid Waste

Management Act", Act of July 7, 1980, No 97, as amended (hereinafter "Act 97") for the purpose, as indicated above

of either (1) the operation and closure or (2) closure of a waste management facility which will affect 48  
(Acreage to be Under Permit or as Referenced by Order/Agreement, etc)

acres of land owned by Exide Corporation in  
(Name of Landowner)

Muhlenbert Township & Borough of Laureldale  
(Name of Municipality)

Berks County, Pennsylvania (hereinafter referred to as "facility")  
(Name of County)

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that we, General Battery Corporation  
(Name of Principal)

\_\_\_\_\_, as principal, and

St. Paul Fire and Marine Insurance Company, a corporation of the State of

Minnesota, licensed to do business in the Commonwealth of Pennsylvania, and

with its principal place of business at 385 Washington Street, St. Paul, MN 55102  
(Address)

\_\_\_\_\_, as surety,

and intending to be legally bound hereby, are held and firmly bound unto the Department, in the just and full sum of

One Million Five Hundred Seventy-Two Thousand Two (\$ 1,572,274.00) Dollars,  
(Written Dollar Amount) Hundred Seventy-Four & 00/100 (Numerical Dollar Amount)

to the payment whereof, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, assigns and successors, firmly by these presents

NOW THE CONDITION OF THIS OBLIGATION is such that if the operator shall faithfully perform all of the requirements of (1) the Act of Assembly approved July 7, 1980, P L 380, known as the "Solid Waste Management Act", (2) the Act of Assembly approved June 22, 1937, P L 1987, as amended, known as "The Clean Streams Law", (3) the Act of Assembly approved January 8, 1960, P L 2119, as amended, known as the "Air Pollution Control Act", (4) the applicable provisions of the Act of Assembly approved November 26, 1978, P L 1375, as amended known as the "Dam Safety and Encroachments Act", (5) the applicable provisions of the Act of Assembly approved May 31, 1945, P L 1198, as amended, known as the "Surface Mining Conservation and Reclamation Act", (6) the Act of Assembly approved July 28, 1988, P L 556, known as the "Municipal Waste Planning, Recycling and Waste Reduction Act"; (7) the rules and regulations promulgated thereunder, (8) the provisions and conditions of the permits issued thereunder and designated in this bond, (9) any agreement with or order of the Department, and (10) such amendments or additions to the acts, regulations, terms and conditions of the permits, and orders of the Department as may hereinafter be lawfully made (all of which are hereinafter referred to as the "law"), then this obligation shall be null and void, otherwise to be and remain in full force and effect

LIABILITY UPON THIS BOND shall be for the amount specified herein. Liability upon this bond shall be continuous from the initiation of operations at the facility, and shall continue for the duration of the processing and/or disposal of solid waste at the aforesaid facility and for a period of ten (10) years after approved final closure of the site, unless released in whole or in part by the Department, in writing, prior thereto as provided by the law. In the event any environmental damage is caused by the Principal in violation of the aforementioned law, then the bond shall not be released, but the liability under this bond shall continue until such environmental damage is corrected and the site restored to a condition of compliance with the aforementioned law. This bond shall be in default if the Principal fails, refuses or is unable to complete restoration work as directed, in writing, by the Department. Liability upon this bond shall extend to the entire facility. It is agreed and understood by the Surety and the Principal that this bond covers and includes any and all liabilities and obligations under the aforementioned law which accrued on the permit site prior to the issuance of Permit No PAD990753089, as well as any and all liabilities and obligations of the Principal to be accrued under the law from the date of issuance of the Permit until such time as the Department shall release, in writing, such liabilities and obligations.

It is acknowledged and agreed by the parties that the liability upon this bond is a penal sum, and as such the Commonwealth retains an interest in such guarantee, which interest may not be affected by bankruptcy, insolvency, or other financial incapacity of the Principal on the bond until release of such liability as provided by the law

UPON THE HAPPENING OF ANY DEFAULT of the provisions, conditions and obligations assumed under this bond and the declaration of a forfeiture by the Secretary, or his designee, the period for appeal provided by law having expired, the Principal and the Surety hereby authorize and empower the Attorney General of the Commonwealth of Pennsylvania, or any other attorney of any court of record in Pennsylvania, or elsewhere, by him deputized for the purpose, to appear for and confess judgement against the principal and/or the surety, their successors or assigns, in favor of the Commonwealth of any sum or sums of money which may be due hereunder, with or without defalcation or declaration filed, with interest and costs, with release of errors, without stay of execution and with ten (10%) percent added for collection fees, and for the exercise of this power, this instrument, or a copy thereof, any rule of court to the contrary notwithstanding, shall be full warrant and authority This power shall be inexhaustible The surety and principal are jointly and severally liable for payment of the bond amount, which shall be confessed to judgement and execution upon forfeiture

The principal and surety further agree that execution may issue upon judgement so confessed for the full amount of money and accrued interest that is owing from the principal and/or the surety to the Commonwealth, with costs and collection fee upon filing information in writing in the court when such judgement shall be entered

Full payment shall be made under the bond within 30 days of receipt of the Department's declaration of forfeiture by the surety

The surety may cancel the bond by sending written notice of cancellation to the Department and the principal on the bond, only under the following conditions:

The notice of cancellation shall be sent by certified mail, return receipt requested Cancellation may not take effect until 120 days after receipt of the notice of cancellation by the Department and the principal on the bond as evidenced by return receipts

Within 30 days after receipt of a notice of cancellation, the Principal shall provide the Department with a replacement bond as defined by the law If the Principal fails to submit a replacement bond acceptable to the Department within the 30 day period, the Department will issue a notice of violation to the Principal requiring that the bond be replaced within 30 days of the notice of violation If the bond is not replaced within the 30 day period,

he Department may issue a cessation order for permits of the Principal and related parties, and thereafter take action as may be appropriate

Failure of the Principal to submit a replacement bond within 30 days after the notice of violation constitutes grounds for forfeiture of the bond, and other bonds submitted by the Principal, under the law. If the Department declares the bond forfeited before the expiration of the 120 day period, the notice of cancellation is null and void

FURTHER, the principal and the surety agree that their liability hereunder shall not be impaired or affected by, (a) any renewal or extension of the time for performance of any of the provisions, conditions or obligations upon which this bond is conditioned, or (b) any forbearance or delay in declaring this bond to be forfeited or in enforcing payment on this bond. The surety hereby waives any right to cover or perform the obligations of the principal upon the principal's default, provided however, that the Department may, in writing, authorize the surety to cover such defaulted obligations if the Department determines that it is in the Department's interest to do so

FURTHER, the Surety agrees that any collateral held by it as security for its indemnification with respect to this bond is held by the Surety as a trust on behalf of the Department to assure the liabilities and obligations secured by this bond will be performed, fulfilled and complied with. The Surety hereby agrees that, upon its cessation in business, insolvency or bankruptcy, all of its right, title and interest in such collateral shall immediately vest in the Department such that the Department has full ownership thereof

FURTHER, the Principal and the Surety agree that their liability hereunder shall not be impaired or affected by, (a) any renewal or extension of the time for performance of any of the provisions, conditions or obligations upon which this bond is conditioned, or (b) any forbearance or delay in declaring this bond to be forfeited or in enforcing payment on this bond

FURTHER, the Department reserves the right to require additional bonding from the Principal, as provided by law, which shall be a supplement to and augment the bond liability provided herein. The Department may release, in writing, a portion of the amount of liability provided in this bond for partial completion of the provisions, conditions and obligations assumed by the Principal herein, as may be authorized by the law, and such amount released shall be a credit upon the total amount of this bond. Nothing herein shall limit or preclude the Department from seeking to enforce any remedy, in addition to the forfeiture of this bond, which may be authorized or provided by law



IN WITNESS WHEREOF, the principal and surety have hereunto set their hands and seals, intending to be  
egally bound hereby, this 18th day of August, 1999

Principal. General Battery Corporation  
(Print Name of Permittee / Operator)  
Affix Corporate Seal Here

Attest or Witness:

\_\_\_\_\_  
(Print / Type Name)  
  
\_\_\_\_\_  
(Signature of Above)  
  
\_\_\_\_\_  
(Print / Type Name)  
  
\_\_\_\_\_  
(Signature of Above)

By \_\_\_\_\_  
(Print / Type Name and Title)  
  
\_\_\_\_\_  
(Signature of Above)  
  
By \_\_\_\_\_  
(Print / Type Name and Title)  
  
\_\_\_\_\_  
(Signature of Above)

Surety St. Paul Fire and Marine Insurance Company  
(Print Name)

Affix Corporate Seal Here.

Attest or Witness:

Wendy Rosen, Witness  
\_\_\_\_\_  
(Print / Type Name)  
Wendy Rosen  
\_\_\_\_\_  
(Signature of Above)  
  
\_\_\_\_\_  
(Print / Type Name)  
  
\_\_\_\_\_  
(Signature of Above)

By Pamela L. Nunez, Attorney-in-Fact  
\_\_\_\_\_  
(Print / Type Name and Title)  
Pamela L. Nunez  
\_\_\_\_\_  
(Signature of Above)  
  
By \_\_\_\_\_  
(Print / Type Name and Title)  
  
\_\_\_\_\_  
(Signature of Above)

\_\_\_\_\_  
Pennsylvania Resident Agent

\_\_\_\_\_  
(Signature)  
  
Pamela L. Nunez  
\_\_\_\_\_  
(Print / Type Name)

Approved as to legality and form

PRE-APPROVED OAG      10/15/92  
Office of Attorney General  
  
\_\_\_\_\_  
(Chief Counsel / Assistant Counsel)  
Department of Environmental Protection

Approved for the Department

\_\_\_\_\_  
(Type Name and Title)  
  
\_\_\_\_\_  
(Signature of Above)  
  
\_\_\_\_\_  
(Date)

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF LAND RECYCLING AND WASTE MANAGEMENT

SURETY BOND ENDORSEMENT  
Replacement Bond

It is agreed and understood by the Principal and Surety, on Surety Bond No. 400JT6552,  
dated August 18, 19 99, to which this Endorsement is attached  
and intended to become a part of, that said bond is submitted as bond required by and pursuant to Permit  
No PAD990753089, issued on November 4, 1988 and that  
(original permit date)

the attached Surety Bond assumes and covers any and all liability and obligations accrued and to be  
accrued under the law (as defined in the attached bond), from the date of the issuance of the original  
permit until such time as the Commonwealth shall release, in writing, such liability and obligations. It is  
specifically agreed and intended that the aforesaid replacement Surety Bond is retroactively effective from  
the date of the issuance of the original permit

It is understood that the attached Surety Bond replaces existing collateral  
(collateral or surety)  
bond(s) dated July 17, 1998, and that in consideration of the pledge and deposit  
of the attached Surety Bond, the Commonwealth will release the existing bond(s) of the permittee

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, sign, seal and deliver  
this Endorsement, this 18th day of August, 19 99

ATTEST OR WITNESS

Principal General Battery Corporation  
(Print Name)

\_\_\_\_\_

By \_\_\_\_\_  
(Title) (Seal)

\_\_\_\_\_

By \_\_\_\_\_  
(Title)

ATTEST OR WITNESS

Surety St. Paul Fire and Marine Insurance  
(Print Name) Company

Wendy Rosen  
Wendy Rosen, Witness

By Pamela L. Nunez  
(Title) (Seal)  
Pamela L. Nunez, Attorney-in-Fact

\_\_\_\_\_

By. \_\_\_\_\_  
(Title)

2540 FM LRWM0113 Rev 3/2000

7C-K 300



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF LAND RECYCLING AND WASTE MANAGEMENT

SURETY BOND ENDORSEMENT  
Change of Ownership

It is agreed and understood by the Principal and Surety, on Surety Bond No \_\_\_\_\_, dated \_\_\_\_\_, to which this Endorsement is attached and intended to become a part of, that said bond is submitted as bond required by and pursuant to Permit No PAD990753089 to replace Surety bond(s) pledged and deposited with the  
(surety or collateral)

Commonwealth by GENERAL BANCORP CORPORATION  
(name of former permittee)

Pursuant to Permit No (s) PAD990753089  
(original Permit No.)

issued on November 4, 1988  
(original permit date)

The undersigned Principal and Surety hereby assume as a condition upon the attached Surety Bond any and all liability and obligations accrued on the original permit and to be accrued on the new permit under the law (as defined in the attached bond) from the date of the issuance of the original permit until such time as the Commonwealth shall release in writing, such liability and obligations. It is specifically agreed and intended that the attached replacement Surety Bond is retroactively effective from the date of the issuance of the original permit.

It is understood that the Commonwealth, in consideration of the pledge and deposit of the attached replacement Surety Bond, will release the existing bonds of the former permittee.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, sign, seal and deliver this Endorsement, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

ATTEST OR WITNESS

Principal \_\_\_\_\_  
(Print Name)

By \_\_\_\_\_  
(Title) (Seal)

By \_\_\_\_\_  
(Title)

ATTEST OR WITNESS

Surety \_\_\_\_\_  
(Print Name)

By \_\_\_\_\_  
(Title) (Seal)

By \_\_\_\_\_  
(Title)

Approved as to legality and form

Chief Counsel/Assistant Counsel  
Department of Environmental Protection

PRE-APPROVED OAG 3-22-99  
Office of Attorney General

2540-CM/HWM0111 Rev 3/2000



Date Prepared

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF LAND RECYCLING AND WASTE MANAGEMENT

7C-K-140

ID Number

**SURETY BOND**  
**For A Waste Management Facility**

To be completed by Permittee/Operator

Name of Facility LYNN CORPORATION

Address SPRING VALLEY ROAD & MOLAN STREET  
LAURELHURST, PA 19605

Municipality MULLERSBURG TWP & BOROUGH OF LAURELHURST

County BERKS

Department Use Only.

Solid Waste Permit No \_\_\_\_\_

Date of Permit Issuance \_\_\_\_\_

Permit Acreage \_\_\_\_\_

Type of Facility Check one

☒ Hazardous

☐ Municipal

☐ Residual

☐ Other (describe) \_\_\_\_\_  
(Describe facility type/activity)

Purpose Check one

(1) Operation and Closure of a Waste Management Facility

☐ (a) Initial Bond

☐ (b) Repermit of Existing Facility

☐ (c) Additional Bond

☐ (d) Replacement Bond

☒ (e) Change of Ownership

☐ (f) Application for Mobile Processing facility permit

(2) Closure of a Waste Management Facility

To be completed by Surety Company

Bond No \_\_\_\_\_

WHEREAS EXIDE CORPORATION (Name of Permittee or Operator), (1) a Corporation,

incorporated under the Laws in the State of \_\_\_\_\_,

or (2) A PENNSYLVANIA BUSINESS TRUST (Individual Limited/General Partnership, Registered Fictitious Name Business), with its principal place of

business at 645 BEND STREET, READING, PA 19601 (Address)

or (3) \_\_\_\_\_ as (1) filed application for permit(s), or (2) executed (municipality or municipal authority)

a \_\_\_\_\_ (hereinafter 'Agreement') dated \_\_\_\_\_ (Consent agreement/consent decree/consent adjudication) (date of agreement)

with the Commonwealth of Pennsylvania Department of Environmental Protection (hereinafter referred to as the "Department") or (3) has been ordered by the Department, under the provisions of the "Pennsylvania Solid Waste Management Act" Act of July 1, 1980 No 97 as amended (hereinafter "Act 97") for the purpose, as indicated above of

either (1) the operation and closure or (2) closure of a waste management facility which will affect 48 (Acreage to be Under Permit or as Referenced by Order/Agreement, etc)

acres of land owned by EXIDE CORPORATION (Name of Landowner) in

MUNICIPALITY OF BUCKLE + BOROUGH OF LAURELDALE (Name of Municipality)

BECKS County, Pennsylvania (hereinafter referred to as 'facility') (Name of County)

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that we, EXIDE CORPORATION (Name of Principal)

\_\_\_\_\_, as principal, and

ST PAUL FIRE AND MARINE INSURANCE COMPANY a corporation of the State of MINNESOTA, licensed to do business in the Commonwealth of Pennsylvania, and

with its principal place of business at 385 WASHINGTON STREET, ST PAUL, MN 55102 (Address)

\_\_\_\_\_, as surety,

and intending to be legally bound hereby are held and firmly bound unto the Department, in the just and full sum of

ONE MILLION FIVE HUNDRED SEVENTY TWO THOUSAND TWO HUNDRED (\$ 1,572,274.00) Dollars, (Written Dollar Amount) SEVENTY-FOUR & 00/100 (Numerical Dollar Amount)

to the payment whereof, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, assign and successors, firmly by these presents

NOW THE CONDITION OF THIS OBLIGATION is such that if the operator shall faithfully perform all of the requirements of (1) of the Act of Assembly approved July 7, 1980, P L 380, known as the "Solid Waste Management Act", (2) the Act of Assembly approved June 22, 1937, P L 1987, as amended, known as "The Clean Streams Law" (3) the Act of Assembly approved January 8, 1960 P L 2119, as amended, known as the "Air Pollution Control Act", (4) the applicable provisions of the Act of Assembly approved November 26, 1978, P L 1375, as amended known as the "Dam Safety and Encroachments Act", (5) the applicable provisions of the Act of Assembly approved May 31, 1945, P L 1198, as amended, known as the "Surface Mining Conservation and Reclamation Act", (6) the Act of Assembly approved July 28 1988, P L 556, known as the "Municipal Waste Planning, Recycling and Waste Reduction Act" (7) the rules and regulations promulgated thereunder, (8) the provisions and conditions of the permits issued thereunder the designated in this bond, (9) any agreement with or order of the Department, and (10) such amendments or additions to the acts, regulations, terms and conditions of the permits, and orders of the Department as may hereinafter be lawfully made (all of which are hereinafter referred to as the "law"), then this obligation shall be null and void otherwise to be and remain in full force and effect

LIABILITY UPON THIS BOND shall be for the amount specified herein Liability upon this bond shall be continuous from the initiation of operations at the facility, and shall continue for the duration of the processing and/or disposal of solid waste at the aforesaid facility and for a period of ten (10) years after approved final closure of the site, unless released in whole or in part by the Department in writing, prior thereto as provided by the law In the event any environmental damage is caused by the principal in violation of the aforementioned law, then the bond shall not be released but the liability under this bond shall continue until such environmental damage is corrected and the site restored to a condition of compliance with the aforementioned law This bond shall be in default if the Principal fails, refuses or is unable to complete restoration work as directed, in writing, by the Department Liability upon this bond shall extend to the entire facility It is agreed and understood by the Surety and the Principal that this bond covers and includes any and all liabilities and obligations under the aforementioned law which accrued on the permit site prior to the issuance of Permit No PA0910753089 as well as any and all liabilities and obligations of the Principal to be accrued under the law from the date of issuance of the Permit until such times as the Department shall release, in writing such liabilities and obligations

It is acknowledged and agreed by the parties that the liability upon this bond is a penal sum, and as such the Commonwealth retains an interest in such guarantee, which interest may not be affected by bankruptcy, insolvency, or other financial incapacity of the Principal on the bond until release of such liability as provided by the law

UPON THE HAPPENING OF ANY DEFAULT of the provisions, conditions and obligations assumed under this bond and the declaration or a forfeiture by the Secretary, or his designee, the period for appeal provided by law having expired, the Principal and the Surety hereby authorize and empower the Attorney General of the Commonwealth of Pennsylvania or any other attorney of any court of record in Pennsylvania, or elsewhere, by him deputized for the purpose, to appear for and confess judgement against the principal and/or the surety, their successors or assigns, in favor of the Commonwealth of any sum or sums of money which may be due hereunder, with or without defalcation or declaration filed, with interest and costs with release of errors, without stay of execution and with ten (10%) percent added for collection fees, and for the exercise of this power, this instrument, or a copy thereof, any rule of court to the contrary notwithstanding, shall be full warrant and authority. This power shall be inexhaustible. The surety and principal are jointly and severally liable for payment of the bond amount which shall be confessed to judgement and execution upon forfeiture.

The principal and surety further agree that execution may issue upon judgement so confessed for the full amount of money and accrued interest that is owing from the principal and/or the surety to the Commonwealth, with costs and collection fee upon filing information in writing in the court when such judgement shall be entered.

Full payment shall be made under the bond within 30 days of receipt of the Department's declaration of forfeiture by the surety.

The surety may cancel the bond by sending written notice of cancellation to the Department and the principal on the bond, only under the following conditions:

The notice of cancellation shall be sent by certified mail, return receipt requested. Cancellation may not take effect until 120 days after receipt of the notice of cancellation by the Department and the principal on the bond as evidenced by return receipts.

Within 30 days after receipt of a notice of cancellation, the Principal shall provide the Department with a replacement bond as defined by the law. If the Principal fails to submit a replacement bond acceptable to the Department within the 30 day period, the Department will issue a notice of violation to the Principal requiring that the bond be replaced within 30 days of the notice of violation. If the bond is not replaced within the 30 day period the Department may issue a cessation order for permits of the Principal and related parties, and thereafter take action as may be appropriate.

Failure of the Principal to submit a replacement bond within 30 days after the notice of violation constitutes grounds for forfeiture of the bond and other bonds submitted by the Principal, under the law. If the Department declares the bond forfeited before the expiration of the 120 day period, the notice of cancellation is null and void.

FURTHER, the principal and the surety agree that their liability hereunder shall not be impaired or affected by, (a) any renewal or extension of the time for performance of any of the provisions, conditions or obligations upon which this bond is conditioned or (b) any forbearance or delay in declaring this bond to be forfeited or in enforcing payment on this bond. The surety hereby waives any right to cover or perform the obligations of the principal upon the principal's default, provided however that the Department may in writing, authorize the surety to cover such defaulted obligations if the Department determines that it is in the Department's interest to do so.

FURTHER, the Surety agrees that any collateral held by it as security for its indemnification with respect to this bond is held by the Surety as a trust on behalf of the Department to assure the liabilities and obligations secured by this bond will be performed, fulfilled and complied with. The Surety hereby agrees that, upon its cessation in business, insolvency or bankruptcy, all of its right, title and interest in such collateral shall immediately vest in the Department such that the Department has full ownership thereof.

FURTHER, the Principal and the Surety agree that their liability hereunder shall not be impaired or affected by, (a) any renewal or extension of the time for performance of any of the provisions, conditions or obligations upon which this bond is conditioned, or (b) any forbearance or delay in declaring this bond to be forfeited or in enforcing payment on this bond.

FURTHER, the Department reserves the right to require additional bonding from the Principal, as provided by law which shall be a supplement to and augment the bond liability provided herein. The Department may release, in writing, a portion of the amount of liability provided in this bond for partial completion of the provisions, conditions and obligations assumed by the Principal herein as may be authorized by the law, and such amount released shall be a credit upon the total amount of this bond. Nothing herein shall limit or preclude the Department from seeking to enforce any remedy, in addition to the forfeiture of this bond which may be authorized or provided by law.



IN WITNESS WHEREOF, the principal and surety have hereunto set their hands and seals, intending to be legally bound hereby this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Principal EXIDE CORPORATION  
(Print Name of Permittee/Operator)

Affix Corporate Seal Here

Attest or Witness

_____ (Print/Type Name)	By _____ (Print/Type Name and Title)
_____ (Signature of Above)	_____ (Signature of Above)
_____ (Print/Type Name)	By _____ (Print/Type Name and Title)
_____ (Signature Above)	_____ (Signature Above)

Surety \_\_\_\_\_  
(Print Name)

Affix Corporate Seal Here

Attest or Witness

_____ (Print/Type Name)	By _____ (Print/Type Name and Title)
_____ (Signature of Above)	_____ (Signature of Above)
_____ (Print/Type Name)	By _____ (Print/Type Name and Title)
_____ (Signature Above)	_____ (Signature Above)

Pennsylvania Resident Agent

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print/Type Name)

Approved as to legality and form,

Approved for the Department

PRE-APPROVED OAG 3/22/99  
Office of Attorney General

\_\_\_\_\_  
(Type Name and Title)  
\_\_\_\_\_  
(Signature of Above)

\_\_\_\_\_  
(Chief Counsel/Assistant Counsel)  
Department of Environmental Protection

\_\_\_\_\_  
(Date)

**ROAD MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, EXIDE CORPORATION, 645 Penn Street, Reading, PA 19601, hereinafter called the Principal, and ST PAUL FIRE AND MARINE INSURANCE COMPANY, 385 Washington Street, St Paul, MN 55102, a corporation organized and existing under the laws of the State of Minnesota and authorized to do business in the State of Pennsylvania, hereinafter called the Surety, are firmly bound unto TILDEN TOWNSHIP, 772 Hex Highway, Hamburg, PA 19526, hereinafter called the Obligee, in the sum of ONE HUNDRED TWENTY-FOUR THOUSAND THREE HUNDRED AND 00/100 DOLLARS(\$124,300 00) lawful money of the United States of America to be paid to the Obligee, to which payment we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has been granted permission to utilize Township roads in connection with work to be performed at the Brown's Battery Site and has agreed to repair and restore any damages resulting from the traveling of said roads as referenced in Exhibit A to the Agreement between the Principal and the Obligee dated May \_\_\_\_, 2000, hereinafter referred to as the Agreement

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully put back, restore and replace in proper shape and condition any pavement displaced by reason of their traveling of said road in accordance with the terms and conditions of said Agreement, then this obligation shall be null and void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, that regardless of the number of years this bond shall continue in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate than the penal amount of this bond which shall be the maximum liability of the Surety for any and all losses, costs, expenses or damages that the Obligee may sustain

This bond shall continue in force until released by the Obligee as set forth in said Agreement

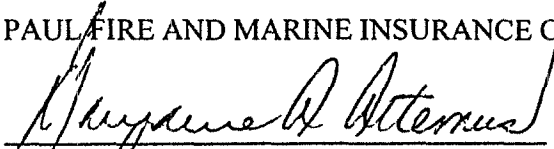
Signed, sealed and dated this 30th day of May, 2000

EXIDE CORPORATION

By \_\_\_\_\_

ST PAUL FIRE AND MARINE INSURANCE COMPANY

By

  
Maryorie A. Altemus, Attorney-in-Fact

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company, St Paul Mercury Insurance Company United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc on September 2, 1998 which resolutions are now in full force and effect, reading as follows

**RESOLVED**, that in connection with the fidelity and surety insurance business of the Company all bonds undertakings contracts and other instruments relating to said business may be signed, executed and acknowledged by persons or entities appointed as Attorney(s)-in Fact pursuant to a Power of Attorney issued in accordance with these resolutions Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company either by the Chairman, or the President or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary under their respective designations The signature of such officers may be engraved printed or lithographed The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof and subject to any limitations set forth therein any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached and

**RESOLVED FURTHER**, that Attorney(s)-in-Fact shall have the power and authority and in any case subject to the terms and limitations of the Power of Attorney issued them to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof and any such instrument executed by such Attorney(s)-in Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company

I Michael R McKibben Assistant Secretary of Seaboard Surety Company St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwriters Inc do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I hereunto set my hand this 30th day of May 2000



*Michael R McKibben*

Michael R McKibben Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 and ask for the Power of Attorney clerk Please refer to the Power of Attorney number, the above-named individuals and the details of the bond to which the power is attached.

Bond Number: 323772

**BOND**

**KNOW ALL MEN BY THESE PRESENTS, THAT WE** \_\_\_\_\_

Exide Corporation

**of** 267 Frelinghuysen Avenue, Newark, NJ 07114

**as the Principal, and** Seaboard Surety Company

Plymouth Meeting, PA

**, a corporation of the State of**

New York

**, as the Surety, are held and**

**firmly bound unto the New Jersey Turnpike Authority, with its principal office at New Brunswick, New Jersey, hereinafter called the Obligee, in the full and just sum of** One Thousand and 00/100 (\$1,000.00) **lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, or heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:**

**WHEREAS the Principal has entered into a Contract with the Obligee providing for the establishment of a charge account in its name, and the pre-issue of authorized charge cards valid for travel on the New Jersey Turnpike, which Contract is hereby incorporated herein and made a part hereof; and**

**WHEREAS the Principal has requested the extension of credit in accordance with the terms of said charge account contract, and the Obligee is willing to extend credit to the Principal as requested, provided a bond with good and sufficient corporate surety, securing the payment for the use of the New Jersey Turnpike, is deposited with the Obligee.**

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall, pay upon receipt unto the Obligee the full amount of any and all invoice (s), for the benefit and use of the New Jersey Turnpike Authority that are deposited in the United States mail for forwarding to the Principal, then this obligation shall be null and void, otherwise it shall remain in full force and virtue.

It is further understood and agreed between the parties hereto that, if the Surety shall so elect, this bond may be cancelled by the Surety giving sixty (60) days advance notice in writing by registered mail, addressed to the Comptroller, New Jersey Turnpike Authority, New Brunswick, New Jersey, of its intention to cancel, and this bond shall be deemed cancelled at the expiration of the said sixty (60) days; provided, however, that the Surety shall remain liable for any and all credit covered by this bond and the Contract between the Principal and the Obligee, which may have been extended to the Principal to the date of such cancellations, and provided, further, that the Surety shall remain liable thereafter for the use of charge cards issued to the Principal prior to the effective date of said cancellation and not surrendered, unused, to the Obligee.

IN WITNESS WHEREOF the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SIGNED, SEALED AND DELIVERED THIS 31st  
day of December, 19 97.

(INDIVIDUAL PRINCIPALS SIGN HERE)

In the presence of:

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

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

(CORPORATE PRINCIPALS SIGN HERE)

Attest:

Exide Corporation

\_\_\_\_\_

Name:

Title:

[Corporate Seal]

In the presence of:

Seaboard Surety Company

Wendy Rosen

Wendy Rosen, Witness

Pamela L. Nunez

Name:

Pamela L. Nunez

Title:

Attorney-in-Fact

[Corporate Seal]

BOND

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_

Exide Corporationof 645 Penn Street, Reading, PA  
(Address & Zip Code)as Principal, and Seaboard Surety Companyof 600 W. Germantown Pike, Suite 260, Plymouth Meeting, PA 19462  
(Address & Zip Code)

a corporation of the State of New York, as  
Surety, are held and firmly bound unto PENNSYLVANIA TURNPIKE COMMISSION,  
with its principal office at Harrisburg, Pennsylvania, hereinafter  
called the Obligee, in the full and just sum of Seven Thousand Five Hundred  
and 00/100  
Dollars (\$ 7,500.00 ), lawful money of the United States, for the  
payment of which sum well and truly to be made, we bind ourselves, our  
heirs, administrators, executors, successors and assigns, jointly and  
severally, firmly by these presents.

WHEREAS, said Principal desires the extension of credit in the  
use of the Pennsylvania Turnpike System, and the Obligee is willing to  
extend credit to said Principal for such use, provided a bond with good  
and sufficient corporate surety, securing the payment for the use of  
the Pennsylvania Turnpike System, is deposited with said Obligee.

NOW, THEREFORE, the condition of this obligation is such that if  
said Principal shall within thirty (30) days from the postmarked date  
of monthly invoice(s) for the use of the Pennsylvania Turnpike System  
pay unto the Obligee the amount of said invoice(s), then this obligation  
shall be null and void, otherwise it shall remain in full force and  
virtue.

IT IS FURTHER understood and agreed between the parties hereto,  
that if the Surety shall so elect, this bond may be cancelled by giving

sixty (60) days no ice in writing by registered mail, addressed to the Comptroller, Pennsylvania Turnpike Commission, P. O. Box 8531, Harrisburg, Pennsylvania, 17105, and this bond shall be deemed cancelled at the expiration of the said sixty (60) days, the said Surety remaining liable for any and all credit covered by this bond which may have been extended to the Principal to the date of such cancellation, under the terms, conditions, and provisions of this bond.

SIGNED, SEALED AND DELIVERED THIS 19th day of March, 19 97.

(INDIVIDUAL PRINCIPALS SIGN HERE)

In the Presence of: (SEAL)

(SEAL)

(SEAL)

Telephone Number ( )

(CORPORATE PRINCIPAL SIGN HERE)

ATTEST:

Exide Corporation (SEAL)  
(Corporate Name)

Secretary By President

Telephone Number ( )

(SURETY SIGN HERE)

In the Presence of: Seaboard Surety Company (SEAL)

Deborah M. Sparbanie  
Deborah M. Sparbanie, Witness  
PENNSYLVANIA RESIDENT AGENT

By Pamela L. Nunez  
Pamela L. Nunez, Attorney-in-Fact and  
Pennsylvania Resident Agent

6 PPG Place, Suite 300, Pittsburgh, PA 15222 (412)391-5350  
Address Zip Telephone Number



Certified Copy

No 10684

# SEABOARD SURETY COMPANY

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY

## POWER OF ATTORNEY

1J-6978

**KNOW ALL MEN BY THESE PRESENTS** That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint **Raymond B. White or Leslie L. Rudat or David C. Moylan or Pamela L. Nunez**

of **Pittsburgh, Pennsylvania**

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of similar nature as follows **Without Limitations**

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if signed by the duly authorized officers of the Company and sealed with its corporate seal, and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Company on December 8th, 1927, with Amendments to and including January 15, 1982 and are still in full force and effect:

### ARTICLE VII, SECTION 1:

"Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating thereto

Insurance policies, bonds, recognizances, stipulations, consents of surety and underwriting undertakings of the Company, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Company

(a) by the Chairman of the Board, the President, a Vice-President or a Resident Vice-President and by the Secretary, an Assistant Secretary, a Resident Secretary or a Resident Assistant Secretary, or (b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board, the President or a Vice-President to make such signature, or (c) by such other officers or representatives as the Board may from time to time determine.

The seal of the Company shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative.

**IN WITNESS WHEREOF**, SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice-Presidents, and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries, this **16th** day of **October**, 19**89**

Attest

(Seal)

*Adelle Fuller*  
Assistant Secretary

SEABOARD SURETY COMPANY

By

*Michael B. Keegan*  
Vice-President

STATE OF NEW JERSEY

COUNTY OF SOMERSET

On this **16th** day of **October**

**Michael B. Keegan**

with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of **New Jersey**, that he is a Vice-President of SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument, that he knows the corporate seal of the said Company, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto as Vice-President of said Company by like authority

(Seal)



FELICE M. ZUBRYCKI  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires June 4, 1996

### CERTIFICATE

I, the undersigned Assistant Secretary of SEABOARD SURETY COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is in full force and effect on the date of this Certificate and I do further certify that the Vice-President who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an attorney-in-fact as provided in Article VII, Section 1 of the By-Laws of SEABOARD SURETY COMPANY

This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Executive Committee of the Board of Directors of SEABOARD SURETY COMPANY at a meeting duly called and held on the 25th day of March 1970:

"RESOLVED (2) That the use of a printed facsimile of the corporate seal of the Company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Article VII, Section 1 of the By-Laws appointing and authorizing an attorney-in-fact to sign in the name and on behalf of the Company surety bonds, underwriting undertakings or other instruments described in said Article VII, Section 1 with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved"

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this **19th** day of **March**, 19**97**



*Joan [Signature]*  
Assistant Secretary  
Form 557 (Rev. 7/84)

Bond No. 376033

**SUPPLY PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, **EXIDE CORPORATION** of 645 Penn Street, Reading, PA 19601, as Principal, and the **SEABOARD SURETY COMPANY** of 6225 Centennial Way, Baltimore, MD 21209, a corporation organized and existing under the laws of the State of New York, as Surety, are held and firmly bound unto **AMERICAN TECHNOLOGY GROUP ATG, LTD.** of 801 Brickell Avenue, 9<sup>th</sup> Floor, Miami, FL 33131, as Oblige, in the penal sum of **FIFTEEN MILLION AND 00/100 DOLLARS (\$15,000,000 00)**, lawful money of the United States of America for the payment of which sum well and truly to be made we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents

**WHEREAS**, the Principal has entered into a Contract with the Oblige dated May 7, 1999, for among other things, the supply of equipment, spare parts, engineering and technical services to **JV Uz-Exide**, destination **Djizak, Promzona A Uzbekistan Republic**, (the "Contract"), such obligations and responsibilities of the parties being more fully outlined in said Contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the Principal shall perform all of its obligations strictly in accordance with the Contract and ship the equipment, spare parts, engineering and technical services to the destination in **Djizak, Uzbekistan**, then this obligation shall be null and void, otherwise to remain in full force and effect.

Whenever the Principal shall be, and declared by Oblige to be in default under the Contract, the Oblige having fully performed Oblige's obligations as required by the terms of the contract, the Surety shall within (90) days, either (i) remedy the default, or (ii) do any one of the following

1. Arrange for the Principal, with the consent of the Oblige, to perform and complete the Contract; or
2. Undertake to perform and complete the Contract itself, through its agents or through independent companies; or
3. Obtain bids or negotiated proposals from qualified companies acceptable to the Oblige for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Oblige and the company selected with the Oblige's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the contract, and pay to the Oblige the amount of damages for additional legal, design professional and delay costs resulting from the Principal's default and resulting from the actions or failure to act of the Surety, as well as Oblige liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Principal, in excess of the Balance of the Contract Price incurred by the Oblige resulting from the Principal's default. The term "Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by the Oblige to the Principal under the Contract and any amendments thereto, less the amount properly paid by the Oblige to the Principal.

- 4 Waive its right to perform and complete, arrange for completion or obtain a new company to perform and with reasonable promptness under the circumstances.
  - a. After investigation, which investigation shall be completed within such ninety (90) day period referenced above ("Investigation Period"), determine the amount for which it may be liable to the Oblige and, as soon as practicable, but in no event later than 10 DAYS, after the Investigation Period after the amount is determined, tender payment therefor to the Oblige, or
  - b. Deny liability in whole or in part and notify the Oblige in writing, received by Oblige by certified mail from counsel to the Surety outlining the legal basis for denying such liability.

The obligations of this bond, however, are subject to the following conditions:

1. This bond shall be interpreted in accordance with and governed by the laws of the State of New York of the United States of America or such other appropriate jurisdiction of the United States of America.
2. Any suit under this bond must be instituted before the expiration of eighteen (18) months from the date on which final shipment under the Contract is made.
3. Notwithstanding anything to the contrary herein, in no event shall the aggregate liability of the Surety under this Bond exceed the penal sum stated in the first paragraph
4. All notices hereunder shall be in writing and shall be mailed to the parties' addresses set forth above.

Signed, sealed and dated this 10th day of December, 1999.

EXIDE CORPORATION

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

SEABOARD SURETY COMPANY

By: Pamela L. Nunez  
Pamela L. Nunez, Attorney-in-Fact

**The St Paul****POWER OF ATTORNEY**

Seaboard Surety Company  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company  
 St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 20840

Certificate No. 31074

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (*herein collectively called the "Companies"*), and that the Companies do hereby make, constitute and appoint

James L. Bly, Christine A. Hartung, Leslie L. Rudat, Pamela L. Nunez, Elena Zunic, Karen L. Jensen, Nancy M. Kunold, Marjorie A. Altmanus and Elizabeth A. Hartzberg

of the City of Pittsburgh State Pennsylvania, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed this 5th day of August, 1999

Seaboard Surety Company  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company  
 St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.



State of Maryland  
 City of Baltimore

*Michael B. Keegan*

MICHAEL B. KEEGAN, Vice President

*Michael R. McKibben*

MICHAEL R. MCKIBBEN, Assistant Secretary

On this 5th day of August, 1999, before me, the undersigned officer, personally appeared Michael B. Keegan and Michael R. McKibben, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 13th day of July, 2002.



*Rebecca Easley-Onokala*

REBECCA EASLEY-ONOKALA, Notary Public

**FINANCIAL GUARANTEE BOND**

Date Bond Executed April 23, 1998

Effective Date April 23, 1998

Type of Organization Corporation

State of Incorporation Delaware

Surety Name and Address Seaboard Surety Company  
600 W Germantown Pike, Suite 200, Plymouth Meeting, PA 19462

EPI Identification Number IND000718130

Name and Address of Principal Refined Metals Corporation  
c/o Exide Corporation, 645 Penn St., Reading, PA 19601

Facility Name and Address Refined Metals Facility  
2700 South Arlington Avenue, Beech Grove, Indiana

Closure/Post-Closure Amount \$895,093 00

Total Penal Sum of Bond \$895,093 00

Surety's Bond Number - - 323777 - -

KNOW ALL PERSONS BY THESE PRESENTS, That we, the Principal and Surety hereto are firmly bound to the Indiana Department of Environmental Management in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents

WHEREAS said Principal is required, under IC 13-7 and 329 IAC 3-1, to have a permit or interim status in order to own or operate each hazardous waste management facility identified above, and

WHEREAS, said Principal is required to provide financial assurance for closure, or closure and post-closure care, as a condition of the permit or interim status, and

WHEREAS said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance,

NOW, THEREFORE, THE CONDITIONS OF THE OBLIGATION ARE SUCH that if the Principal shall faithfully before the beginning of final closure of each facility identified above, fund the standby trust fund in the amount identified above for the facility, or, if the Principal shall fund the standby trust fund in such amount within fifteen (15) days after a final order to begin closure is issued by the Indiana Department of Environmental Management or a U S district court or other court of competent jurisdiction, or, if the Principal shall provide alternate financial assurance, as specified in 329 IAC 3-1-14, as applicable, and obtain the commissioner's written approval of such assurance, within ninety (90) days after the date notice of cancellation is received by both the Principal and the commissioner from the Surety, then this obligation shall be null and void, otherwise it is to remain in full force and effect

**COPY SENT TO H.O.  
DATE \_\_\_\_\_**

The Surety shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above. Upon notification by the commissioner that the Principal has failed to perform as guaranteed by this bond, the Surety shall place funds in the amount guaranteed for the facility into the standby trust fund as directed by the commissioner. The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety hereunder exceed the amount of said penal sum.

The Surety may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the commissioner, provided, however, that cancellation shall not occur during the one hundred twenty (120) days beginning on the date of receipt of the notice of cancellation by both the Principal and the commissioner, as evidenced by the return receipts. The Principal may terminate this bond by sending written notice to the Surety, provided, however, that no such notice shall become effective until the Surety receives written authorization for termination of the bond by the commissioner.

Principal Refined Metals Corporation

By \_\_\_\_\_

Surety Seaboard Surety Company

By \_\_\_\_\_

Pamela L. Nunez, Attorney in-Fact



Certified Copy

# SEABOARD SURETY COMPANY

3F-0070

No. 15450

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That SEABOARD SURETY COMPANY, a Corporation of the State of New York has made, constituted and appointed and by these presents does make, constitute and appoint Karen L. Jensen or Nancy M. Knold or Christine A. Hartung or Leslie L. Rudat or Pamela L. Nunez or Elena Zunic or James L. Bly

of Pittsburgh, Pennsylvania

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of similar nature as follows:

Without Limitations

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if signed by the duly authorized officers of the Company and sealed with its corporate seal, and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Company on December 8th, 1927 with Amendments to and including January 15, 1982 and are still in full force and effect.

### ARTICLE VII SECTION 1

"Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating therein Insurance policies bonds recognizances stipulations consents of surety and underwriting undertakings of the Company and releases agreements and other writings relating in any way thereto or to any claim or loss thereunder shall be signed in the name and on behalf of the Company

(a) by the Chairman of the Board the President a Vice-President or a Resident Vice-President and by the Secretary an Assistant Secretary a Resident Secretary or a Resident Assistant Secretary or (b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board the President or a Vice-President to make such signature or (c) by such other officers or representatives as the Board may from time to time determine

The seal of the Company shall if appropriate be affixed thereto by any such officer Attorney-in-Fact or representative

**IN WITNESS WHEREOF** SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice-Presidents, and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries, this 29th day of January, 1998



Attest

(Seal)

Assistant Secretary

STATE OF NEW JERSEY  
COUNTY OF SOMERSET

On this 29th day of January

Brian P. Curry

SEABOARD SURETY COMPANY,

By

Brian P. Curry

Vice-President

1998, before me personally appeared  
a Vice-President of SEABOARD SURETY COMPANY,

with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of New Jersey that he is a Vice-President of SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument, that he knows the corporate seal of the said Company, that the seal affixed to said instrument is such corporate seal that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto as Vice-President of said Company by like authority

BELINDA FAYE LEE

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires Sept. 9, 1998

### CERTIFICATE

I the undersigned Assistant Secretary of SEABOARD SURETY COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full true and correct copy is in full force and effect on the date of this Certificate and I do further certify that the Vice-President who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an attorney-in-fact as provided in Article VII Section 1 of the By-Laws of SEABOARD SURETY COMPANY

This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Executive Committee of the Board of Directors of SEABOARD SURETY COMPANY at a meeting duly called and held on the 25th day of March 1970

"RESOLVED (2) That the use of a printed facsimile of the corporate seal of the Company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Article VII Section 1 of the By-Laws appointing and authorizing an attorney-in-fact to sign in the name and on behalf of the Company surety bonds, underwriting undertakings or other instruments described in said Article VII Section 1 with like effect as if such seal and such signature had been manually affixed and made hereby is authorized and approved

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this 23rd day of April, 1998



Mary E. Stawicki

Assistant Secretary

Form 957 (Rev. 7/84)

RIDER to be attached to and form a part of  
Bond No 323777 wherein  
Refined Metals Corporation  
is named as Principal, and SEABOARD SURETY  
COMPANY, as Surety in favor of the  
Indiana Department of Environmental Management

---

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED that said bond  
be amended as follows

the bond amount increased

FROM	Eight Hundred Ninety-Five Thousand Ninety-Three and 00/100 (\$895,093 00)
TO	Nine Hundred Eighty-Four Thousand Eight Hundred Forty-Four and 00/100 (\$984,844 00)

effective November 10, 1999, and that said Refined Metals Corporation shall be held and  
firmly bound, and hereby binds itself, its successors and assigns, as Principal, and Seaboard  
Surety Company hereby binds itself, its successors and assigns, as Surety, in accordance with  
the terms, provisions and conditions of said bond as so amended

IN WITNESS WHEREOF, the said Principal and said Surety have signed or caused this  
Rider to be signed and their respective seals to be hereto affixed this 10th day of November,  
1999

Attest

REFINED METALS CORPORATION

By \_\_\_\_\_

Witness

SEABOARD SURETY COMPANY

Deborah M. Sparbanie  
Deborah M Sparbanie

By Elizabeth A Hartzberg  
Elizabeth A Hartzberg, Attorney-in-Fact



**FINANCIAL GUARANTEE BOND**

Date bond executed August 18, 1999

Effective date August 20, 1999

Principal Exide Corporation d/b/a Schuylkill Metals  
645 Penn Street, Reading, PA 19601

Type of Organization Corporation

State of incorporation Delaware

Surety(ies) St Paul Fire and Marine Insurance Company  
385 Washington Street, St Paul, MN 55102

EPI Identification Number, name, address, and closure and/or post-closure amount(s) for each facility  
guaranteed by this bond EPI Identification No MOD030712822A

Facility Name and Address Exide Corporation

P O Box 156, Forest City, MO 64451

Closure Amount \$866,438 00

Total penal sum of bond \$ 866,438 00

Surety's bond number 400JT6549

Know All Persons By These Presents, That we, the Principal and Surety(ies) hereto are firmly bound to the Missouri Department of Natural Resources (hereinafter called MDNR), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum

Whereas said Principal is required, under the Missouri Hazardous Waste Management Law as amended, to have a permit or interim status in order to own/operate each hazardous waste management facility identified above, and

Whereas, said Principal is required to provide financial assurance for closure, or closure and post-closure care, as a condition of the permit or interim status, and

Whereas said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance,

Now, Therefore, the conditions of the obligation are such that if the Principal shall faithfully, before the beginning of final closure of each facility identified above, fund the standby trust fund in the amount(s) identified above for the facility,

Or, if the Principal shall fund the standby trust fund in such amount(s) within fifteen (15) days after a final order to begin closure is issued by the Director of the MDNR, a U S Environmental Protection Agency Regional Administrator, or a U S district court or other court of competent jurisdiction,

Or, if the Principal shall provide alternate financial assurance as specified in 10 CSR 25-7 264 and 265, as applicable, and obtain the MDNR Director's written approval of such assurance, within ninety (90) days after the date notice of cancellation is received by both the Principal and the Director of the MDNR from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above Upon notification by the Director of the MDNR that the Principal has failed to perform as guaranteed by this bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the Director of the MDNR ✓

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the Director of the MDNR, provided, however, that cancellation shall not occur during the one hundred twenty (120) days beginning on the date of receipt of the notice of cancellation by both the Principal and the Director of the MDNR, as evidenced by the return receipts The preceding notwithstanding, the Surety(ies) shall not cancel, terminate, or fail to renew this bond, and the bond shall remain in full force and effect in that event that on or before the date of cancellation

- ✓
- 1 The Director of MDNR deems the facility abandoned, or
  - 2 The new permit is terminated or revoked, or a new permit is denied, or
  - 3 Closure is ordered by the MDNR or a court of competent jurisdiction, or
  - 4 The Principal is named as a debtor in a voluntary or involuntary proceeding under 11 U S C section 1 et seq , or
  - 5 The premium due is paid, or
  - 6 An appeal of an order to close the facility as specified in number three above is pending

The Principal may terminate this bond by sending written notice to the Surety(ies), provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the Director of the MDNR ✓

In Witness Whereof, the Principal and Surety(ies) have executed this Financial Guarantee Bond and have affixed their seals on the date set forth above

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this surety bond is identical to the wording specified in 10 CSR 25-7 264 and 265 as such regulations were constituted on the date this bond was executed

Principal Exide Corporation d/b/a Schuykill Metals

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Corporate seal

Corporate Surety(ies) St Paul Fire and Marine Insurance Company

Address 385 Washington Street, St Paul, MN 55102

State of incorporation Minnesota

Liability Limit \$ 131,034,000 00

By Pamela L Nunez

Name Pamela L Nunez

Title Attorney-in-Fact

Corporate seal

Bond premium \$ 2,599 00

Seaboard Surety Company  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No 20840

Certificate No 30652

KNOW ALL MEN BY THESE PRESENTS That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc is a corporation duly organized under the laws of the State of Wisconsin (*herein collectively called the Companies* ), and that the Companies do hereby make, constitute and appoint

James L Bly, Christine A Hartung, Leslie L Rudat, Pamela L Nunez, Elena Zunic, Karen L Jensen, Nancy M Kunold, Marjorie A Altemus and Elizabeth A Hartzberg

of the City of Pittsburgh, State Pennsylvania their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds undertakings contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed this 5th day of August, 1999

Seaboard Surety Company  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc



State of Maryland  
City of Baltimore

*Michael B Keegan*

MICHAEL B KEEGAN Vice President

*Michael R. McKibben*

MICHAEL R. MCKIBBEN, Assistant Secretary

On this 5th day of August, 1999, before me, the undersigned officer, personally appeared Michael B Keegan and Michael R McKibben who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company, St Paul Mercury Insurance Company, United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc and that they as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers

In Witness Whereof, I hereunto set my hand and official seal

My Commission expires the 13th day of July, 2002



*Rebecca Easley Onokala*

REBECCA EASLEY ONOKALA, Notary Public



We, St Paul Fire and Marine Insurance Company, Surety on the above Bond, hereby stipulate and agree that from and after the effective date of this Stipulation the penalty of said Bond shall be

under said Bond and this Stipulation shall not exceed the sum of Eight Hundred Seventy-Nine Thousand Four Hundred Thirty-Five and 00/100  
dollars (\$879,435 00)

**REQUEST FOR STIPULATION (INCREASE)**

**Exide Corporation d/b/a Schuylkill Metals**

By \_\_\_\_\_

We, \_\_\_\_\_, Obligee, hereby consent to the foregoing Stipulation decreasing the Bond amount

By \_\_\_\_\_

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company St Paul Mercury Insurance Company, United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwriters, Inc on September 2 1998, which resolutions are now in full force and effect, reading as follows

**RESOLVED**, that in connection with the fidelity and surety insurance business of the Company all bonds undertakings, contracts and other instruments relating to said business may be signed, executed and acknowledged by persons or entities appointed as Attorney(s) in Fact pursuant to a Power of Attorney issued in accordance with these resolutions Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company either by the Chairman or the President, or any Vice President, or an Assistant Vice President jointly with the Secretary or an Assistant Secretary under their respective designations The signature of such officers may be engraved printed or lithographed The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof and subject to any limitations set forth therein any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached, and

**RESOLVED FURTHER**, that Attorney(s)-in-Fact shall have the power and authority and, in any case subject to the terms and limitations of the Power of Attorney issued them to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings and other writings obligatory in the nature thereof and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company

I Michael R McKibben Assistant Secretary of Seaboard Surety Company St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwriters Inc do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I hereunto set my hand this 18th day of August 2000



*Michael R McKibben*

Michael R McKibben Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1 800 421-3880 and ask for the Power of Attorney clerk Please refer to the Power of Attorney number, the above-named individuals and the details of the bond to which the power is attached.

## FINANCIAL GUARANTEE BOND

Date bond executed August 18 1999

Effective date August 20 1999

Principal General Battery Corporation c/o Exide Corporation  
645 Penn Street, Reading PA 19601

Type of organization Pennsylvania Business Trust

State of incorporation N/A

Surety(ies) St Paul Fire and Marine Insurance Company  
385 Washington Street St Paul, MN 55102

EPI Identification Number, name, address, and closure and/or post-closure amount(s) for each facility  
guaranteed by this bond EPI Identification No IAD069619765

Facility Name and Address General Battery Corporation

RR #1, Grant Street, Manchester IA 52031

Post-Closure Amount \$133 271 00

Total penal sum of bond \$ 133 271 00

Surety's bond number 400JT6546

Know All Persons By These Presents, That we, the Principal and Surety(ies) hereto are firmly bound to the U S Environmental Protection Agency (hereinafter called EPA), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, of the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum

Whereas said Principal is required, under the Resource Conservation and Recovery Act as amended (RCRA), to have a permit or interim status in order to own or operate each hazardous waste management facility identified above, and

Whereas, said Principal is required to provide financial assurance for closure, or closure and post-closure care, as a condition of the permit or interim status, and

Whereas said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance,

Now, Therefore, the conditions of the obligation are such that if the Principal shall faithfully, before the beginning of final closure of each facility identified above, fund the standby trust fund in the amount(s) identified above for the facility,

# 500.

3.75/m  
MP  
9/30/99

Or, if the Principal shall fund the standby trust fund in such amount(s) within fifteen (15) days after a final order to begin closure is issued by an EPA Regional Administrator or a U S district court or other court of competent jurisdiction,

Or, if the Principal shall provide alternate financial assurance, as specified in subpart H of 40 CFR part 264 or 265, as applicable, and obtain the EPA Regional Administrator's written approval of such assurance, within ninety (90) days after the date notice of cancellation is received by both the Principal and the EPA Regional Administrator(s) from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above Upon notification by an EPA Regional Administrator that the Principal has failed to perform as guaranteed by this bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the EPA Regional Administrator

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the EPA Regional Administrator(s) for the Region(s) in which the facility(ies) is (are) located, provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the EPA Regional Administrator(s), as evidenced by the return receipts

The Principal may terminate this bond by sending written notice to the Surety(ies), provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the EPA Regional Administrator(s) of the EPA Region(s) in which the bonded facility(ies) is (are) located

In Witness Whereof, the Principal and Surety(ies) have executed this Financial Guarantee Bond and have affixed their seals on the date set forth above



The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this surety bond is identical to the wording specified in 40 CFR 264 151(b) as such regulations were constituted on the date this bond was executed

Principal General Battery Corporation

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Corporate seal

Corporate Surety(ies) St Paul Fire and Marine Insurance Company

Address 385 Washington Street St Paul, MN 55102

State of incorporation Minnesota

Liability Limit \$ 131,034,000.00

By Pamela L Nunez

Name Pamela L Nunez

Title Attorney-in-Fact

Corporate seal

Bond premium \$ 400.00



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company St Paul Mercury Insurance Company United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwriters, Inc on September 2 1998 which resolutions are now in full force and effect, reading as follows

**RESOLVED**, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company either by the Chairman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary under their respective designations The signature of such officers may be engraved printed or lithographed The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s) in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof and subject to any limitations set forth therein any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached and

**RESOLVED FURTHER**, that Attorney(s)-in Fact shall have the power and authority and in any case subject to the terms and limitations of the Power of Attorney issued them to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s) in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company

I Michael R McKibben Assistant Secretary of Seaboard Surety Company St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters Inc do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I hereunto set my hand this 4th day of October 2000



*Michael R. McKibben*

Michael R McKibben Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421 3880 and ask for the Power of Attorney clerk Please refer to the Power of Attorney number, the above-named individuals and the details of the bond to which the power is attached.



**STIPULATION**  
(Penalty Increase or Decrease)

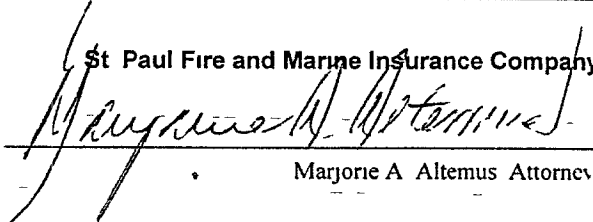
ATTACHED TO AND FORMING PART OF BOND NO	EFFECTIVE DATE OF BOND	EFFECTIVE DATE OF THIS STIPULATION	AMOUNT OF INCREASE/DECREASE	NEW PENALTY AMOUNT
400JT6546	August 20, 1999	August 18, 2000	\$1,999 00	\$135,270 00
ISSUED ON BEHALF OF General Battery Corporation c/o Exide Corporation 645 Penn Street, Reading, PA 19601		ISSUED IN FAVOR OF U S Environmental Protection Agency 901 North 5th Street, Kansas City, KS 66101		

We, St Paul Fire and Marine Insurance Company, Surety on the above Bond, hereby stipulate and agree that from and after the effective date of this Stipulation the penalty of said Bond shall be

☒ increased    ☐ decreased    } Check  
One by the amount stated above but the total liability of St Paul Fire and Marine Insurance Company

under said Bond and this Stipulation shall not exceed the sum of One Hundred Thirty-Five Thousand Two Hundred Seventy and 00/100 dollars (\$135,270 00)

St Paul Fire and Marine Insurance Company

  
Marjorie A. Altemus Attorney-in-Fact

**REQUEST FOR STIPULATION (INCREASE)**

We General Battery Corporation c/o Exide Corporation, Principal hereby request St Paul Fire and Marine Insurance Company to execute the foregoing Stipulation

General Battery Corporation c/o Exide Corporation

By \_\_\_\_\_

**CONSENT TO STIPULATION (DECREASE)**

We, \_\_\_\_\_, Oblige, hereby consent to the foregoing Stipulation decreasing the Bond amount

By \_\_\_\_\_

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwriters, Inc on September 2 1998 which resolutions are now in full force and effect, reading as follows

**RESOLVED**, that in connection with the fidelity and surety insurance business of the Company, all bonds undertakings contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or any Vice President, or an Assistant Vice President jointly with the Secretary or an Assistant Secretary under their respective designations The signature of such officers may be engraved printed or lithographed The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached and

**RESOLVED FURTHER**, that Attorney(s)-in-Fact shall have the power and authority, and in any case subject to the terms and limitations of the Power of Attorney issued them to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings and other writings obligatory in the nature thereof and any such instrument executed by such Attorney(s) in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company

I Michael R McKibben Assistant Secretary of Seaboard Surety Company St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwriters Inc do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I hereunto set my hand this 18th day of August 2000



*Michael R McKibben*

Michael R McKibben Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800 421 3880 and ask for the Power of Attorney clerk Please refer to the Power of Attorney number, the above named individuals and the details of the bond to which the power is attached.

**CHANGE RIDER**

Rider to be attached to and form a part of Bond No 400JT6546, dated the 20th day of August, 1999, executed by St Paul Fire and Marine Insurance Company (the "Surety") on behalf of

Exide Corporation

(the "Principal")

in favor of

U S. Environmental Protection Agency

(the "Obligee")

The Principal and the Surety hereby consent to changing the attached bond as follows

The name of the Facility.

FROM General Battery Corporation  
TO Exide Corporation

This change is effective 29th day of September, 2000

The attached bond shall be subject to all of its terms, conditions and limitations except as herein modified

Signed, sealed and dated this 4th day of October, 2000

WITNESS or ATTEST

Exide Corporation

By \_\_\_\_\_ (Seal)

St Paul Fire and Marine Insurance Company

By Marjorie A. Altemus (Seal)

Marjorie A. Altemus, Attorney-in-Fact

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company, St Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc on September 2, 1998, which resolutions are now in full force and effect, reading as follows

**RESOLVED**, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings contracts and other instruments relating to said business may be signed executed, and acknowledged by persons or entities appointed as Attorney(s)-in Fact pursuant to a Power of Attorney issued in accordance with these resolutions Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary under their respective designations The signature of such officers may be engraved printed or lithographed The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached and

**RESOLVED FURTHER**, that Attorney(s)-in Fact shall have the power and authority and in any case subject to the terms and limitations of the Power of Attorney issued them to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company

I Michael R. McKibben Assistant Secretary of Seaboard Surety Company St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company, United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwriters Inc do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I hereunto set my hand this 4th day of October 2000



*Michael R. McKibben*

Michael R. McKibben Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800 421-3880 and ask for the Power of Attorney clerk Please refer to the Power of Attorney number, the above-named individuals and the details of the bond to which the power is attached.

The **St Paul**

Surety

ST PAUL FIRE AND MARINE INSURANCE COMPANY

85 Washington Street, St Paul, Minnesota 55102

CERTIFICATE OF  
AUTHORITY NO

POWER OF  
ATTORNEY NO

For verification of the authenticity of this Power of Attorney you may telephone toll free 1-800-421-3880 and ask for the Power of Attorney Clerk Please refer to the Power of Attorney No and the named individual(s)

F-15435

**GENERAL POWER OF ATTORNEY - CERTIFIED COPY**  
(Original on File at Home Office of Company See Certification)

2131457

KNOW ALL MEN BY THESE PRESENTS That St Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota having its principal office in the City of St Paul, Minnesota does hereby constitute and appoint

Leslie L. Rudat, Pamela L. Nunez, Christine A. Hartung, Karen L. Jensen,  
Nancy M. Kunold, Elena Zunic, James L. Bly, individually, Pittsburgh,  
Pennsylvania

its true and lawful attorney(s)-in fact to execute, seal and deliver for and on its behalf as surety any and all bonds and undertakings recognizances contracts of indemnity and other writings obligatory in the nature thereof which are or may be allowed required or permitted by law statute, rule, regulation contract or otherwise

**NOT TO EXCEED IN PENALTY THE SUM OF FIFTY MILLION DOLLARS (\$50,000,000) EACH**

and the execution of all such instrument(s) in pursuance of these presents shall be as binding upon said St Paul Fire and Marine Insurance Company, as fully and amply to all intents and purposes as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office

This Power of Attorney is executed and may be certified to and may be revoked pursuant to and by authority of Article V -Section 6(C) of the By Laws adopted by the Shareholders of ST PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 28th day of April 1978 of which the following is a true transcript of said Section 6 (C)

"The President or any Vice President Assistant Vice President Secretary or Service Center General Manager shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company and attach the Seal of the Company thereto bonds and undertakings recognizances, contracts of indemnity and other writings obligatory in the nature thereof and
- (2) To appoint special Attorneys in fact who are hereby authorized to certify to copies of any power of attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
- (3) To remove, at any time any such Attorney-in-fact or Special Attorney in-fact and revoke the authority given him'

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 5th day of May, 1959, of which the following is a true excerpt

'Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached

IN TESTIMONY WHEREOF, St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer this 2nd day of September A D 1998

ST PAUL FIRE AND MARINE INSURANCE COMPANY



STATE OF MARYLAND } ss  
City of Baltimore

*Michael B Keegan*

MICHAEL B KEEGAN, Vice President

On this 2nd day of September A D 1998 before me came the individual who executed the preceding instrument to me personally known and being by me duly sworn said that he/she is the therein described and authorized officer of St Paul Fire and Marine Insurance Company, that the seal affixed to said instrument is the Corporate Seal of said Company that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Baltimore, Maryland the day and year first above written



*Rebecca Easley-Onokala*

REBECCA EASLEY-ONOKALA Notary Public  
My Commission Expires July 13 2002

**CERTIFICATION**

I the undersigned officer of St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit and the copy of the Section of the By Laws of said Company as set forth in said Power of Attorney with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect



IN TESTIMONY WHEREOF, I have hereunto set my hand this

18th day of August 19 99

*Michael R. McKibben*

MICHAEL R MCKIBBEN Assistant Secretary

Only a certified copy of Power of Attorney bearing the Certificate of Authority No printed in red on the upper right corner is binding Photocopies, carbon copies or other reproductions of this document are invalid and not binding upon the Company

**ANY INSTRUMENT ISSUED IN EXCESS OF THE PENALTY AMOUNT STATED ABOVE IS TOTALLY VOID AND WITHOUT ANY VALIDITY**



FINANCIAL GUARANTEE BOND

Date bond executed August 18, 1999

Effective date August 20 1999

Principal Refined Metals Corporation c/o Exide Corporation  
645 Penn Street Reading PA 19601

Type of Organization Corporation

State of Incorporation Delaware

Surety(ies) St Paul Fire and Marine Insurance Company  
385 Washington Street  
St Paul MN 55102

EPI Identification Number, name, address, and closure and/or post-closure amount(s) for each facility  
guaranteed by this bond EPI Identification No TND067900040

Facility Name and Address Refined Metals Corporation  
257 West Mallory Avenue, Memphis TN 38109

Closure Amount \$55 739 00

Total penal sum of bond \$ - 55 739 00

Surety's bond number 400JT6550

Know All Persons By These Presents, That we, the Principal and Surety(ies) hereto are firmly bound to the Tennessee Department of Environment and Conservation (hereinafter called Department), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, of the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum

Whereas said Principal is required, under the Tennessee Hazardous Waste Management Act as amended (THWMA), to have a permit or interim status in order to own or operate each hazardous waste management facility identified above, and

Whereas, said Principal is required to provide financial assurance for closure, or closure and post-closure care, as a condition of the permit or interim status, and

Whereas said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance,

Now, Therefore, the conditions of the obligation are such that if the Principal shall faithfully, before the beginning of final closure of each facility identified above, fund the standby trust fund in the amount(s) identified above for the facility,

3.75/m  
MP  
9/30/99

Or, if the Principal shall fund the standby trust fund in such amount(s) within fifteen (15) days after a final order to begin closure is issued by the Commissioner of the Tennessee Department of Environment and Conservation, the Tennessee Solid Waste Disposal Control Board, or a court of competent jurisdiction,

Or, if the Principal shall provide alternate financial assurance, as specified in Tennessee Rule 1200-1-11- 05(8) or Rule 1200-1-11- 06(8), as applicable, and obtain the Director of the Department's Division of Solid Waste Management (hereinafter called Division Director) written approval of such assurance, within ninety (90) days after the date notice of cancellation is received by both the Principal and the Division Director from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above. Upon notification by the Division Director that the Principal has failed to perform as guaranteed by this bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the Division Director.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the owner or operator and to the Division Director, provided, however, that cancellation shall not occur during the (120) days beginning on the date of receipt of the notice of cancellation by both the Principal and the Division Director, as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the Surety(ies), provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the Division Director.

In Witness Whereof, the Principal and Surety(ies) have executed this Financial Guarantee Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this surety bond is identical to the wording specified in Tennessee Rule 1200-1-11- 06(8)(p)2 as such regulations were constituted on the date this bond was executed

Principal Refined Metals Corporation

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Corporate seal

Corporate Surety(ies) St Paul Fire and Marine Insurance Company

385 Washington Street, St Paul MN 55102

State of incorporation Minnesota

Liability Limit \$ 131 034 000

By Pamela L Nunez

Name Pamela L Nunez

Title Attorney-in-Fact

Corporate Seal

Bond premium \$ 167 00

The **St Paul**

Surety

ST **PAUL FIRE AND MARINE INSURANCE COMPANY**  
Washington Street, St Paul, Minnesota 5

CERTIFICATE OF  
AUTHORITY NO

POWER OF  
ATTORNEY NO

For verification of the authenticity of this Power of Attorney you may telephone toll free 1-800-421-3880 and ask for the Power of Attorney Clerk Please refer to the Power of Attorney No and the named individual(s)

F-15435

**GENERAL POWER OF ATTORNEY - CERTIFIED COPY**  
(Original on File at Home Office of Company See Certification)

2131453

KNOW ALL MEN BY THESE PRESENTS That St Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, having its principal office in the City of St Paul Minnesota, does hereby constitute and appoint

Leslie L. Rudat, Pamela L. Nunez, Christine A. Hartung, Karen L. Jensen,  
Nancy M. Kunold, Elena Zunic, James L. Bly, individually, Pittsburgh,  
Pennsylvania

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety any and all bonds and undertakings recognizances contracts of indemnity and other writings obligatory in the nature thereof which are or may be allowed required or permitted by law, statute rule regulation contract or otherwise

NOT TO EXCEED IN PENALTY THE SUM OF FIFTY MILLION DOLLARS (\$50,000,000) EACH

and the execution of all such instrument(s) in pursuance of these presents, shall be as binding upon said St Paul Fire and Marine Insurance Company, as fully and amply to all intents and purposes as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office

This Power of Attorney is executed and may be certified to and may be revoked pursuant to and by authority of Article V -Section 6(C) of the By Laws adopted by the Shareholders of ST PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 28th day of April 1978 of which the following is a true transcript of said Section 6 (C)

"The President or any Vice President Assistant Vice President Secretary or Service Center General Manager shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company and attach the Seal of the Company thereto, bonds and undertakings recognizances contracts of indemnity and other writings obligatory in the nature thereof and
- (2) To appoint special Attorneys-in-fact who are hereby authorized to certify to copies of any power of attorney issued in pursuance of this section and/or any of the By-Laws of the Company and
- (3) To remove at any time any such Attorney-in-fact or Special Attorney-in fact and revoke the authority given him

Further this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 5th day of May 1959, of which the following is a true excerpt

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached"

IN TESTIMONY WHEREOF, St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer this 2nd day of September, A D 1998

ST PAUL FIRE AND MARINE INSURANCE COMPANY



STATE OF MARYLAND } ss  
City of Baltimore

*Michael B Keegan*

MICHAEL B. KEEGAN Vice President

On this 2nd day of September, A D 1998, before me came the individual who executed the preceding instrument to me personally known and being by me duly sworn said that he/she is the therein described and authorized officer of St Paul Fire and Marine Insurance Company, that the seal affixed to said instrument is the Corporate Seal of said Company, that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Official Seal at the City of Baltimore, Maryland, the day and year first above written



*Rebecca Easley-Onokala*

REBECCA EASLEY-ONOKALA Notary Public  
My Commission Expires July 13 2002

**CERTIFICATION**

I the undersigned officer of St Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit and the copy of the Section of the By Laws of said Company as set forth in said Power of Attorney with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals and that the said Power of Attorney has not been revoked and is now in full force and effect



IN TESTIMONY WHEREOF, I have hereunto set my hand this

18th day of August, 19 99

*Michael R. McKibben*

MICHAEL R. MCKIBBEN, Assistant Secretary

Only a cert fied copy of Power of Attorney bearing the Certificate of Authority No printed in red on the upper right corner is binding Photocopies carbon copies or other reproductions of this document are invalid and not binding upon the Company

ANY INSTRUMENT ISSUED IN EXCESS OF THE PENALTY AMOUNT STATED ABOVE IS TOTALLY VOID AND WITHOUT ANY VALIDITY



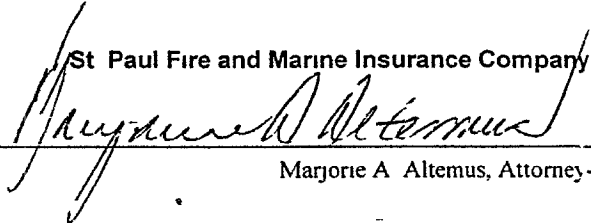
**STIPULATION**  
(Penalty Increase or Decrease)

ATTACHED TO AND FORMING PART OF BOND NO	EFFECTIVE DATE OF BOND	EFFECTIVE DATE OF THIS STIPULATION	AMOUNT OF INCREASE/DECREASE	NEW PENALTY AMOUNT
400JT6550	August 20, 1999	August 18, 2000	\$836 00	\$56,575 00
ISSUED ON BEHALF OF Refined Metals Corporation c/o Exide Corporation 645 Penn Street, Reading, PA 19601		ISSUED IN FAVOR OF Tennessee Department of Environment and Conservation 401 Church Street, Nashville, TN 37243		

We, St Paul Fire and Marine Insurance Company, Surety on the above Bond, hereby stipulate and agree that from and after the effective date of this Stipulation the penalty of said Bond shall be

☒ increased } *Check*  
☐ decreased } *One* by the amount stated above but the total liability of St Paul Fire and Marine Insurance Company

under said Bond and this Stipulation shall not exceed the sum of Fifty-Six Thousand Five Hundred Seventy-Five and 00/100 dollars (\$56,575 00)

  
St Paul Fire and Marine Insurance Company  
Marjorie A. Altemus, Attorney-in-Fact

**REQUEST FOR STIPULATION (INCREASE)**

We Refined Metals Corporation c/o Exide Corporation, Principal hereby request St Paul Fire and Marine Insurance Company to execute the foregoing Stipulation

Refined Metals Corporation c/o Exide Corporation

By \_\_\_\_\_

**CONSENT TO STIPULATION (DECREASE)**

We, \_\_\_\_\_, Oblige, hereby consent to the foregoing Stipulation decreasing the Bond amount

By \_\_\_\_\_

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company, United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters Inc on September 2 1998, which resolutions are now in full force and effect, reading as follows

**RESOLVED**, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed executed and acknowledged by persons or entities appointed as Attorney(s) in Fact pursuant to a Power of Attorney issued in accordance with these resolutions Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company either by the Chairman, or the President, or any Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary under their respective designations The signature of such officers may be engraved printed or lithographed The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s) in Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached and

**RESOLVED FURTHER**, that Attorney(s)-in-Fact shall have the power and authority and in any case subject to the terms and limitations of the Power of Attorney issued them to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company

I Michael R McKibben Assistant Secretary of Seaboard Surety Company St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company St Paul Mercury Insurance Company United States Fidelity and Guaranty Company Fidelity and Guaranty Insurance Company and Fidelity and Guaranty Insurance Underwriters Inc do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I hereunto set my hand this 18th day of August 2000



*Michael R McKibben*

Michael R McKibben Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800 421-3880 and ask for the Power of Attorney clerk Please refer to the Power of Attorney number, the above named individuals and the details of the bond to which the power is attached.

**Deductible Reimbursement Payment Guarantee Bond**

Know all men by these presents, that we, Exide Corporation, 645 Penn Street, Reading, PA 19612-4205 (hereinafter called "Principal"), as Principal, and Seaboard Surety Company, 600 W Germantown Pike, Suite 260, Plymouth Meeting, PA 19462-1046 (hereinafter called "Surety"), as Surety, are held and firmly bound unto Zurich Insurance Company c/o The Home Insurance Company (hereinafter called "Obligee"), as Obligee, in the penal sum of Two Million Six Hundred Eighteen Thousand Five Hundred and 00/100 (\$2,618,500 00) good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, and successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Obligee has issued workers compensation and auto liability policies numbered WC U046521, BA U046522, BA U046523, BA U046524 and CAU U056626 for the period April 1, 1995 to April 1, 1996 and

WHEREAS, in connection with said policies, the Principal has entered into a Deductible Reimbursement and Security Agreement dated April 1, 1995 with the Obligee, (the "Deductible Agreement") which Deductible Agreement requires Obligee, among other things to discharge its responsibility to pay \$1,000,000 00 dollars of the amount of each claim for workers compensation and auto liability benefits, (or of the amount of all claims) which are paid by the Obligee during each policy year and

WHEREAS, the Principal is required to provide to the Obligee certain collateral to ensure that said deductible amounts will be made within the terms of said Deductible Reimbursement and Security Agreement

NOW, THEREFORE, if during the term of this bond, the Principal shall make all said payments to the Obligee as required, this bond shall be null and void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, that

- 1 This bond is effective April 1, 1997
- 2 During the term of this bond, the Surety may terminate its liability by giving written notice, by certified or registered mail, return receipt requested to the Obligee at least sixty (60) days prior to the effective termination date
- 3 If, within thirty (30) days prior to the termination of this bond, the Obligee has not received replacement collateral, that meets its standards of acceptability, to replace this bond and so advises the Surety in writing, prior to the termination of this bond, the Surety shall pay to the Obligee the amount requested by the Obligee not to exceed, however, the penal sum of the bond

- 4 The Surety does, by these presents, undertake and agree that the obligation of this bond shall cover and extend to all past, present, existing and potential liability of the Principal under the Deductible Agreement up to the amount of the penal sum herein stated, without regard to specific injuries, date or dates of injuries, happenings or events. In discharging its obligation to make payments on behalf of the Principal, the Surety shall pay all obligations of the Principal incurred under the Deductible Agreement on the basis of an adjustment notice issued by the Obligor. In no event shall the Surety's liability exceed \$2,618,500.00. Any payments which Surety may make under this bond shall reduce said liability of Surety to the extent of any payments.
- 5 Obligor shall send notice of cancellation to the Surety in the event that the Principal is notified by the Obligor that any policy subject to the Deductible Agreement referenced herein is canceled for nonpayment of premiums.

Signed, Sealed and Dated this 26th day of March, 1997

EXIDE CORPORATION

Principal

By \_\_\_\_\_

SEABOARD SURETY COMPANY

By Christine A. Harung  
Christine A. Harung, Attorney-in-Fact



Certified Copy

No. 10684

1J-6989

# SEABOARD SURETY COMPANY

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS** That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint **Raymond B. White or Leslie L. Rudat or David C. Moylan or Pamela L. Nunez**

**Pittsburgh, Pennsylvania**

of  
its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of similar nature as follows **Without Limitations**

Such insurance policies surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if signed by the duly authorized officers of the Company and sealed with its corporate seal and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Company on December 8th, 1927, with Amendments to and including January 15, 1982 and are still in full force and effect

### ARTICLE VII SECTION 1

#### "Policies, bonds, recognizances, stipulations, consents of surety underwriting undertakings and instruments relating thereto

Insurance policies bonds recognizances stipulations consents of surety and underwriting undertakings of the Company and releases agreements and other writings relating in any way thereto or to any claim or loss thereunder shall be signed in the name and on behalf of the Company

(a) by the Chairman of the Board the President a Vice-President or a Resident Vice-President and by the Secretary an Assistant Secretary a Resident Secretary or a Resident Assistant Secretary or (b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board the President or a Vice-President to make such signature or (c) by such other officers or representatives as the Board may from time to time determine

The seal of the Company shall if appropriate be affixed thereto by any such officer Attorney-in-Fact or representative

**IN WITNESS WHEREOF**, SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice-Presidents, and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries this **16th** day of **October** 19 **89**



Attest

(Seal)

*Adelle Fuller*  
Assistant Secretary

SEABOARD SURETY COMPANY

By

*Michael B. Keegan*  
Vice-President

STATE OF NEW JERSEY ss  
COUNTY OF SOMERSET

On this **16th** day of **October**, 19 **89**, before me personally appeared **Michael B. Keegan**

with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of **New Jersey**, that he is a Vice-President of SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument, that he knows the corporate seal of the said Company, that the seal affixed to said instrument is such corporate seal that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto as Vice-President of said Company by like authority

FELICE M ZUBRYCKI  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires June 4, 1996

(Seal)



### CERTIFICATE

I the undersigned Assistant Secretary of SEABOARD SURETY COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full true and correct copy is in full force and effect on the date of this Certificate and I do further certify that the Vice-President who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an attorney-in-fact as provided in Article VII Section 1 of the By-Laws of SEABOARD SURETY COMPANY

This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Executive Committee of the Board of Directors of SEABOARD SURETY COMPANY at a meeting duly called and held on the 25th day of March 1970

**RESOLVED** (2) That the use of a printed facsimile of the corporate seal of the Company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Article VII Section 1 of the By-Laws appointing and authorizing an attorney-in-fact to sign in the name and on behalf of the Company surety bonds underwriting undertakings or other instruments described in said Article VII Section 1 with like effect as if such seal and such signature had been manually affixed and made hereby is authorized and approved.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this **26th** day of **March**, 19 **97**



*Joan [Signature]*  
Assistant Secretary  
Form 657 (Rev 7/84)

SEABOARD SURETY COMPANY DECREASED RIDER

To be attached to and form part of Bond No 323756 issued by SEABOARD  
SURETY COMPANY, as Surety, on behalf of Exide Corporation  
 as Principal, in favor of Zurich Insurance Company c/o The Home  
Insurance Company in the sum of Two Million Six Hundred Eighteen Thousand Five  
Hundred and  
00/100 (\$ 2,618,500.00 ) effective the 1st day of April 1997

For and in consideration of a return premium, it is hereby understood and agreed that the penalty of the above described bond is hereby decreased by this rider, which is to be attached to and form a part of the above described bond to Two Million Four Thousand Four Hundred Forty and 00/100 (\$ 2,004,440.00 ), such decrease to be effective as of the 24th day of June, 1999 for losses occurring thereafter

Subject, however, to the terms, conditions and limitations of the above described bond except the decreased penalty, and provided that the aggregate liability and recovery under said bond shall not exceed the maximum penalty of the bond in force at the time the loss occurs, and in no event for any loss occurring during the period that said bond is in force exceed the sum of Two Million Four Thousand Four Hundred  
Forty and 00/100 (\$ 2,004,440.00 )

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, agreements, or limitations of the attached bond other than as above stated

Signed, sealed and dated this 24th day of June 1999

EXIDE CORPORATION

BY

**SEABOARD SURETY COMPANY**

BY:

Pamela L. Nunez  
Pamela L. Nunez, Attorney-In-Fact

# SEABOARD SURETY COMPANY

34405

Certified Copy No - 15450

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint Karen L. Jensen or Nancy M. Kunold or Christine A. Hartung or Leslie L. Rudat or Pamela L. Nunez or Elena Zunic or James L. Bly

of Pittsburgh, Pennsylvania

its true and lawful Attorney-in-Fact to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of similar nature as follows Without Limitations

Such insurance policies, surety bonds, undertakings and instruments for said purposes when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if signed by the duly authorized officers of the Company and sealed with its corporate seal, and all the acts of said Attorney-in-Fact pursuant to the authority hereby given, are hereby ratified and confirmed

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Company on December 8th, 1927, with Amendments to and including January 15, 1982 and are still in full force and effect

### ARTICLE VII, SECTION 1

"Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating thereto Insurance policies, bonds, recognizances stipulations, consents of surety and underwriting undertakings of the Company, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Company (a) by the Chairman of the Board the President, a Vice-President or a Resident Vice-President and by the Secretary, an Assistant Secretary a Resident Secretary or a Resident Assistant Secretary, or (b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board the President or a Vice-President to make such signature, or (c) by such other officers or representatives as the Board may from time to time determine

The seal of the Company shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative "

IN WITNESS WHEREOF, SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice-Presidents and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries this 29th day of January, 1998



Attest

(Seal)

Assistant Secretary

By

Michael B. Keegan, Vice-President

STATE OF MARYLAND  
COUNTY OF BALTIMORE ss

On this 29th day of January, 1998, before me personally appeared Michael B. Keegan, a Vice-President of SEABOARD SURETY COMPANY with whom I am personally acquainted who, being by me duly sworn, said that he resides in the State of Maryland, that he is a Vice-President of SEABOARD SURETY COMPANY the corporation described in and which executed the foregoing instrument that he knows the corporate seal of the said Company, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Company and that he signed his name thereto as Vice-President of said Company by like authority

(Seal)



Belinda Faye Lee  
Notary Public, State of Maryland  
My Commission Expires October 19, 2002

Notary Public

I, the undersigned Assistant Secretary of SEABOARD SURETY COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full true and correct copy is in full force and effect on the date of this Certificate and I do further certify that the Vice-President who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an attorney-in-fact as provided in Article VII, Section 1 of the By-Laws of SEABOARD SURETY COMPANY

This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Executive Committee of the Board of Directors of SEABOARD SURETY COMPANY at a meeting duly called and held on the 25th of March 1970

"RESOLVED (2) That the use of a printed facsimile of the corporate seal of the Company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Article VII Section 1, of the By-Laws appointing and authorizing an attorney-in-fact to sign in the name and on behalf of the Company surety bonds, underwriting undertakings or other instruments described in said Article VII, Section 1, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved "

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this 24th day of June, 1999



Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 and ask for the Power of Attorney clerk Please refer to the Certified Copy Number the above-named individuals and the details of the bond to which the power is attached

Seaboard Surety Company  
New York, New York  
St Paul Fire and Marine Insurance Company  
St Paul Guardian Insurance Company  
St Paul Mercury Insurance Company  
St Paul Minnesota  
Capital Stock Companies

GENERAL INDEMNITY AGREEMENT

This AGREEMENT is made by the Undersigned in favor of St Paul Fire and Marine Insurance Company and St Paul Mercury Insurance Company and St Paul Guardian Insurance Company and Seaboard Surety Company, hereinafter collectively and individually referred to as Surety, for the purpose of indemnifying Surety from all loss and expense in connection with any bond(s), including undertakings and other like obligations, executed by Surety for EXIDE CORPORATION and/or those Principal(s) enumerated on the attached list marked Exhibit A, or later added to said list as authorized by EXIDE CORPORATION Board of Directors, or any person appointed by said Board of Directors to authorize additions to said list, whether executed by Surety at any time heretofore or hereafter

Deletion of any Principal enumerated on Exhibit A for the purpose of terminating the indemnity for that Principal may be accomplished by giving 30 days written notice by registered letter to Surety, but any such notice shall not act to modify, bar or discharge the liability of the undersigned upon or by reason of any and all bond(s) that may then be in force for that Principal

In consideration of the execution, either heretofore or hereafter, of any such bond(s) and as an inducement to such execution by Surety, the Undersigned agrees upon demand to

- 1 Indemnify Surety and save it harmless from all loss and expense, including reasonable attorney fees, incurred by Surety by reason of having executed any bond(s),
- 2 To deposit with Surety on demand an amount sufficient to discharge any claim made against Surety on any bond(s) This sum may be used by Surety to pay such claim or be held by Surety as collateral security against loss on any bond(s),
- 3 To pay any premium due for any bond(s) computed according to the rates currently charged by Surety, including renewal premiums until proof satisfactory to Surety is furnished of its discharge from liability under any bond(s)

This instrument shall protect any co-sureties, any reinsuring companies, or any other surety procured at any time by Surety, whether Surety does or does not execute or retain any portion of said bond(s)

If the Surety shall decline to execute, or procure execution of, any Bond for which application hereafter may be made, no claim shall be made against the Surety in consequence of such declination

Wherever used in this Agreement the term "bond(s)" shall include any and all bond(s), undertaking(s) of guarantee and any renewal(s) or extension(s) thereof executed by Surety, or any co-sureties or other surety procured at any time by Surety

Signed, sealed and dated this 11<sup>th</sup> day of Jersey, 2000  
EXIDE CORPORATION  
By \_\_\_\_\_  
Attest *William W. Stettin*

CORPORATE ACKNOWLEDGMENT  
STATE OF Pennsylvania  
COUNTY OF Berks  
On this 11<sup>th</sup> day of January, 192000, before me personally came Aric D. Weirich  
to me known, who being by me duly sworn, did depose and say, that he/she resides in Reading, PA  
that he/she is the Assistant Secretary  
of the corporation described in and which executed the above instrument, that he/she knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed their name thereto by like order

Notarial Seal  
Stacey A. Sassaman Notary Public  
Reading Berks County  
My Commission Expires June 24 2002  
Member Pennsylvania Association of Notaries

*Stacey A. Sassaman*

EXHIBIT A to General Indemnity Agreement executed

by EXIDE CORPORATION  
Hereinafter referred to as Indemnitor  
dated 11 January 2000

Any partnership, association, corporation, or other legal or commercial entity in which Indemnitor or any affiliate or subsidiary of Indemnitor shall have a substantial, material or beneficial interest

or

any person on behalf of whom a bond is issued at the written request of the Corporation or any above described entity

or

any other partnership, association, corporation, or other legal or commercial entity specifically added to this exhibit as authorized by the Indemnitor board of directors

Signed, Sealed and Dated this 11<sup>th</sup> day of January, ~~19~~ 2000

EXIDE CORPORATION

By

Attest

[Signature]  
Allison W. Stott