

TEMPORARY ACCESS LICENSE AGREEMENT

This Temporary Access License Agreement (“License”) is made and entered into on June 19, 2015 by and between the LOS ANGELES UNIFIED SCHOOL DISTRICT (the “District”) and ADVANCED GEOSERVICES CORP. (“AGC”), a contractor to EXIDE TECHNOLOGIES. The District and AGC are collectively referred to as the “Parties” with respect to the following:

RECITALS

Whereas, the District is the owner of the following real property (hereinafter referred to as “School Site” individually or “School Sites” collectively):

1. Huntington Park Elementary School - 6055 Corona Avenue, Huntington Park, California 90255,
2. Loma Vista Avenue Elementary School - 3629 East 58th Street, Maywood, California 90270,
3. Chester W. Nimitz Middle School - 6021 Carmelita Avenue, Huntington Park, California 90255,
4. Maywood Elementary School - 5200 Cudahy Avenue, Maywood, California 90270,
5. Fishburn Avenue Middle School and Clemente Charter- 5701 Fishburn Avenue, Maywood, California 90270,
6. Amanecer Primary Center - 832 South Eastman Avenue, Los Angeles, California 90023,
7. Eastman Avenue Elementary School - 4112 East Olympic Boulevard, Los Angeles, California 90023,
8. Lorena Street Elementary School - 1015 South Lorena Street, Los Angeles, California 90023,
9. Rowan Avenue Elementary School - 600 South Rowan Avenue, Los Angeles, California 90023,
10. Robert Louis Stevenson Middle School - 725 South Indiana Street, Los Angeles, California 90023,
11. Oscar De La Hoya Animo High School - 1114 South Lorena Street, Los Angeles, California 90023, and

Whereas, Exide Technologies formerly operated a battery recycling business at 2700 S. Indiana Street in Vernon, CA (“Exide Site”).

Whereas, as part of a facility investigation (RFI) that is ongoing pursuant to a 2002 Corrective Action Consent Order, Docket No.: P3-01/02-010, issued by the Department of

Toxic Substances Control (“DTSC”) to Exide, and the Stipulation and Order, Docket HWCA: P3-12/13-010, OAH No.: 2013050540, issued by DTSC in 2013 to Exide, AGC prepared the *Work Plan for Off-site Soil Sampling* dated November 15, 2013, (“Work Plan”). AGC also prepared the *Revised Addendum to the November 15, 2013 Work Plan for Off-site Soil Sampling* last revised on July 26, 2014 (“Addendum”) that includes the School Sites as off-site sampling locations.

Whereas, DTSC approved the Work Plan on November 18, 2013 and the Addendum on August 5, 2014.

Whereas, the DTSC issued the Stipulation and Order, HWCA No.: 2014-6489, in 2014, to Exide and the Stipulation and Order Amending the 2014 Vernon Stipulation and Order, HWCA No.: 2014-6489, to Exide in 2015, which also addresses off-site corrective action.

Whereas, the District and AGC now wish to enter into this License to permit AGC to conduct soil sampling at the School Sites, subject to the terms identified below.

AGREEMENT

NOW, THEREFORE, it is mutually agreed by and between the undersigned Parties as follows:

1. Temporary License

The District grants to AGC, its contractors and subcontractors a license to enter the School Sites to conduct the Scope of Work, defined below, which will or may include the following:

Location: The scope of work shall take place at the School Sites identified above.

Staging Area: Upon the execution of this License, the District and AGC shall agree upon a location for the staging area for activities necessary or prudent to complete the Scope of Work, as defined below, at each School Site. AGC, at its sole expense, shall secure the area where the work will occur.

Scope of Work: The scope of work (the “Work”) under this Agreement includes AGC collecting soil samples at five locations from each of the School Sites. The sampling will be performed using hand tools and will take less than four (4) hours per School Site to complete. The uppermost 18 inches of soil will be sampled at each location and combined into 5 composite

samples to represent 5 depth intervals: 0" to 1", 1" to 3", 3" to 6", 6" to 12" and 12" to 18". The samples will be analyzed for lead by Environmental Protection Agency ("EPA") Method 6020. Twenty percent (20%) of the 0 to 1-inch and 1 to 3-inch depth intervals will be designated for sieving by the laboratory using a #60 sieve; the fine fraction of these designated samples will also be tested for lead in addition to the total fraction. The sample holes will be backfilled and the surface restored to the reasonable satisfaction of the District prior to AGC departing from each School Site.

Reporting and Remedial Action: The results of any samples collected as part of this License shall be provided to District within ten (10) business days of their receipt by AGC and/or Exide Technologies. AGC shall strive to provide where practical a courtesy copy to the District of any documents prepared for distribution to the public and/or any regulatory agency (including, but not necessarily limited to DTSC) under this License at least 2 business days prior to its publication and/or submittal.

2. Manner of Work

Pursuant to Paragraph 10 of this License, AGC will provide a minimum of 72-hours advance notice to the District and School Sites of the date of the planned Work. AGC shall receive written approval from the District's Office of Environmental Health and Safety ("OEHS") prior to commencement of the Work. If the proposed commencement date is unacceptable to the District, OEHS will provide written notice of objection to AGC's request within the 72-hour time period and will propose a date that works for the District. A designated representative from OEHS must be present during all sampling activities at the School Sites. AGC agrees to utilize its best efforts not to interfere with the operations of the School Sites.

3. Indemnification

AGC shall indemnify, defend, and hold harmless the District, its agents, representatives, employees, students, and Board Members from any and all claims, actions, losses, liabilities, damages, fees, and/or costs arising directly from the negligence or willful activities or misconduct of AGC and its contractors, consultants, or subcontractors in performing the Work pursuant to this Agreement. AGC, its representatives, members, consultants, and agents, shall not be responsible for any liability which arises from the negligence or willful activities or misconduct of the District, its agents, representatives, employees, students, and Board Members.

4. **Insurance**

AGC shall, at its sole cost and expense, maintain in effect, during the term of this agreement, the following insurance coverage to cover any claims, damages, liabilities, costs and expenses (including legal counsel fees) arising out of or in connection with AGC's fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

A. General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence

\$ 100,000 fire damage

\$ 5,000 medical expenses

\$1,000,000 personal & advertising injury

\$3,000,000 general aggregate

\$3,000,000 products/completed operations aggregate

B. Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence.

C. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B – Employer's Liability - \$1,000,000/\$1,000,000/\$1,000,000

D. Professional Liability Insurance of no less than \$1 million per occurrence

E. Pollution Liability coverage - \$2,000,000 per occurrence/\$2,000,000 aggregate

AGC shall, upon execution of this License shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a

ten ("10") day non-renewal/cancellation notice provision. The General, Business Auto, and Pollution Liability policies shall name the District and the Board of Education as additional insured.

5. Restoration of Property

Promptly after completing the Work, AGC shall restore the School Site to the condition that existed prior to the execution of this License.

6. Compliance With Applicable Laws

AGC agrees that all activities performed pursuant to this License shall comply with all applicable local, state and federal laws, including, but not limited to, statutes, regulations, codes, rules and ordinances.

7. Governing Law

This License shall be governed by and interpreted pursuant to California law.

8. Entire Agreement

The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the subject matter of this License. This License may be amended only by written instrument signed by both Parties.

9. Relationship of the Parties

The Parties expressly disavow any intent or desire to create a partnership, joint venture, joint enterprise, principal and agent, or any or other business relationship by entering into this License other than that of licensor and licensee.

10. Approval and Notices

Any approval, disapproval, demand or other notice which either party may desire or is required to give to the other party must be in writing or by electronic mail (E-mail) transmission.

To the District:

Pat Schanen
Environmental Health Manager – Environmental Programs
Office of Environmental Health & Safety
Los Angeles Unified School District
333 South Beaudry Avenue, 28th Floor
Los Angeles, California 90017
Phone: (213) 241-3921
Email: pat.schanen@lausd.net

Eileen Ma
Interim Director
Leasing and Space Utilization
Los Angeles Unified School District
333 South Beaudry Avenue, 23rd Floor
Los Angeles, California 90017
Phone: (213) 241-6124
Email: eileen.ma@lausd.net

With a Copy to:

Jay F. Goida, Esq.
Associate General Counsel
Los Angeles Unified School District
333 South Beaudry Avenue, 23-179
Los Angeles, California 90017
Phone: (213) 241-5141
Email: jay.goida@lausd.net

To Advanced GeoServices Corp.:

Barbara L. Forslund
Advanced GeoServices Corp.
1055 Andrew Drive, Suite A
West Chester, PA 19380
Phone: (610) 840-9145
Email: bforslund@advancedgeoservices.com

With a Copy to:

Fredrick Ganster
Environmental Health and Safety
Exide Technologies
3000 Montrose Avenue
Reading, PA 19605
Phone: (610) 921-4052

Email: fred.ganster@exide.com

14. Counterparts

This License agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District and AGC have caused this License to be executed by their respective duly authorized representative as of the dates set forth below.

ADVANCED GEOSERVICES CORP.

Signed:



Name: Barbara L. Forslund

Its: Vice-President

Date: June 19, 2015

LOS ANGELES UNIFIED SCHOOL DISTRICT

Signed:



Name: Aaron Bridgewater
Dep. Director, Asset Mgmt

Its: _____

Date: 23 Jun 15