

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
)	Chapter 11
EXIDE TECHNOLOGIES,)	
)	Case No. 02-11125 (KJC)
Reorganized Debtor.)	

STIPULATION

Exide Technologies, as reorganized debtor ("Exide"), and Agere Systems Inc. ("Claimant"; and together with Exide, the "Parties"), hereby enter into this stipulation (the "Stipulation") regarding claim no. 5518 (the "Claim").

1. Claimant shall receive an allowed nonpriority, general unsecured, Class P4-A claim in the amount of \$375,000, to be distributed in stock and warrants in accordance with the terms of the Joint Plan of Reorganization of the Official Committee of Unsecured Creditors and the Debtors ("Joint Plan"). The Parties acknowledge that they understand the terms of the Joint Plan.

2. In consideration of the foregoing, the Claim and any other claims filed by or on behalf of Claimant are deemed withdrawn, waived and discharged, including without limitation, any claims for late fees, penalties, interest, collection costs, expenses, fees or other charges. Agere specifically agrees, upon receipt of the distribution provided for in this stipulation, to dismiss with prejudice the action now pending in the suspense docket of the United States District Court for the Eastern District of Pennsylvania at No. 01-CV-280.

3. In exchange for the claim amount to be allowed and the distribution to be made to the Claimant as described in this Stipulation, the Claimant releases Exide Technologies, f/k/a Exide Corporation (the "Debtor"), its past and present officers, directors,

employees, agents, successors, predecessor, subsidiaries, affiliates, and assigns from any and all obligations of whatever kind with respect to the Claim.

4. This compromise and any order entered in connection herewith represent a compromise among the Parties and do not constitute any admission of liability on the part of any of the Parties. The Parties each consent to the entry of an order memorializing and approving the terms of this Stipulation.

5. Each of the Parties is responsible for its own attorneys' fees, costs, and expenses with respect to the Claim, this Stipulation, and the undertakings undertaken herein.

6. This Stipulation may be signed by facsimile signature, which signature shall, for the purposes of this Stipulation, be deemed to constitute an original signature and be binding as such. Additionally, this Stipulation may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same agreement.

7. This Stipulation may be amended, supplemented, or otherwise modified only by way of a subsequent writing executed by both Parties or their successors in interest, or the authorized agents or representatives thereof. No such amendment, supplement, or modification shall be effective unless approved by the Court.

8. This Stipulation constitutes the entire agreement of the Parties as to the subject matter hereof. The undersigned acknowledge that there are no communications or understandings, oral or written, contrary, different or which in any way restrict this Stipulation. The undersigned further acknowledge that all prior agreements, communications, and understandings within the scope of the subject matter of this Stipulation are, upon execution of this Stipulation, superseded, null and void.

STIPULATED AND AGREED:

EXIDE TECHNOLOGIES

AGERE SYSTEMS INC.

By: B. Michael Citcher
Title: Deputy General Counsel
Date: 5/17/11

By: John Carroll
Title: ATTORNEY IN FACT
Date: 5/13/11