

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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

**STIPULATION**

Exide Technologies, as reorganized debtor ("Exide"), and the Members of the NL/Taracorp Superfund Site Group ("Claimant"; and together with Exide, the "Parties"), hereby enter into this stipulation (the "Stipulation") regarding claim nos. 3588 and 5065 ("Proofs of Claim"), and all other claims filed or asserted against Exide for the NL/Taracorp Site or on behalf of Claimant or any of its members (collectively with the Proofs of Claim, the "Claims").

1. Claimant is comprised of the Members of the NL/Taracorp Superfund Site Group, including Alcatel-Lucent, Johnson Controls, Inc., and Honeywell International, Inc. (collectively, "Claimant members" or if singular, "Claimant member"). The Claimant members are each represented in this matter by counsel, which is authorized to sign this Stipulation and bind each Claimant member.

2. Claimant shall receive an allowed nonpriority, general unsecured, Class P4 claim in the amount of **\$1,279,244.79** (the "Settlement Amount"), 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"). Certificates for shares and warrants comprising the total Settlement Amount shall be allocated among and distributed to Claimant members in accordance with the following percentage shares and shall be sent to the following recipients:

**Johnson Controls, Inc** **49.49%**

Tax ID Number: 39-1684871

Morgan Stanley Smith Barney  
DTC # 418, Account # 237-21251-1-7-039  
Name of Account: Johnson Controls Inc.

**Alcatel - Lucent** **41.62%**

Tax ID Number: 22-3408857

Arthur H Saiewitz  
Alcatel-Lucent Law Division  
Room 6E-242  
600 Mountain Ave.  
Murray Hill, NJ 07974

**Honeywell International, Inc.** **8.89%**

Tax ID Number: 22-2640650

Susan Puente-Duany  
Honeywell International, Inc.  
101 Columbia Road  
Morristown, NJ 07962

These instructions are accepted by each Claimant member by signing below as to its appropriate share of the claim allowance.

3. Pursuant to the allocation instructions set forth in the preceding paragraph, Exide shall deliver to counsel for Claimant the distribution of share and warrant certificates made pursuant to this Stipulation and any order approving the settlement herein, and counsel for Claimant shall be solely responsible for transmitting such certificates to each Claimant member.

4. Each Claimant member agrees that its authorized signature below forever releases unconditionally Exide, its past, present and future officers, directors, shareholders, employees, agents, subsidiaries, predecessors, parents, affiliates and their successors and assigns (collectively, the "Releasees") from any liability or claims arising from or related to the Claims

and the distribution made under this Stipulation, including, but not limited to, the specified manner of distribution, after approval of the Stipulation by this Court.

5. In consideration of the foregoing distribution, the Claims are deemed withdrawn, waived and discharged, including without limitation, any claims for late fees, penalties, interest, collection costs, expenses, fees or other charges. Claimant and each Claimant member signing below further represents that no member of the NL/Taracorp Superfund Site Group ("the Group"), or any other entity which has settled with the Group, retains any claim for the site against Exide or its past, present or future shareholders, directors, officers, agents, predecessors, successors or assigns. In addition, Claimant represents, on behalf of each Claimant member signing below, that the settlement of Claimant with Gould, dated January 5, 2007, includes a release of, or indemnity by Claimant for, all claims which could be brought against Gould by any member of the Group for site response costs or response actions. This settlement is a complete satisfaction of all claims.

6. Claimant further represents and agrees that the amount of this settlement includes future response costs or response actions of the government or the Claimant, and that allowance of the Proofs of Claim in the amount set forth herein addresses and settles Exide's alleged liability for those response costs or response actions, including but not limited to costs of all response actions required by the Consent Decree entered by the United States District Court for the Southern District of Illinois in *United States v. NL Industries et al.*, Civil Action No. 91-CV578JLF, and any other orders, decrees or agreements to which the United States or any other government entity and any member of the Group is or has been a party. Claimant and each Claimant member agree that this settlement shall bar any future claims for response costs, or for contribution or other relief related to any response actions or response costs at the site. The Claimant members are releasing Exide and all other Releasees hereunder from any claims or

demands under prior agreements, orders or any other legal basis for such a demand. Any agreements between or among Exide, the Releasees and the Claimant or the Claimant members is deemed fully satisfied by this settlement and Stipulation, when approved.

7. The terms "site" or "Site," as used herein, shall include the NL site referred to in *United States of America v. NL Industries, et al.*, Civ. No. 91-00578 JLF (U.S. Dist. Ct., So. D. IL), any past, present or future expansion of the site.

8. 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.

9. Claimant represents and warrants that the Claimant members signing below are the sole owners of the Claims, have not sold, transferred or assigned all or any interest in the Claims, and have complete and exclusive authority to enter into this Stipulation and settle the Claims on the terms set forth herein.

10. Each of the Parties shall be responsible for its own attorneys' fees, costs, and expenses with respect to the Claims and this Stipulation.

11. 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.

12. Each Claimant member acknowledges and agrees by its signature that (i) it has the authority to bind itself, and does so bind itself, to the terms of this Stipulation for this site, including any claims which such member might have filed individually, and (ii) it does so bind itself, and (iii) it is a member of the Group.

13. 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.

14. 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:**

By: B. Helmer Schilder  
Title: Deputy General Counsel  
Date: 2/11/11

**MEMBERS OF THE NL/TARACORP  
SUPERFUND SITE GROUP**

**Johnson Controls, Inc. :**

By: [Signature]  
Title: Attorney in Fact for JCD  
Date: 01-18-11

**Alcatel-Lucent :**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Honeywell International, Inc.:**

By: [Signature]  
Title: Remediation Director  
Date: Feb 7/2011

**STIPULATED AND AGREED:**

EXIDE TECHNOLOGIES:

MEMBERS OF THE NL/TARACORP  
SUPERFUND SITE GROUP

Johnson Controls, Inc. :

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

By: Benjamin Glawie / [Signature]

Title: \_\_\_\_\_

Title: Attorney in Fact for JCI

Date: \_\_\_\_\_

Date: 01-18-11

Alcatel-Lucent :

By: [Signature]

Title: Attorney in fact for Alcatel-

Date: 2-3-11

Lucent  
USA  
Inc.

Honeywell International, Inc.:

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_