

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 Tonolli Site RD/RA Steering Committee ("Claimant", and together with Exide, the "Parties"), hereby enter into this stipulation (the "Stipulation") resolving claim nos. 3435 and 5067 (the "Proofs of Claim"), and any and all other claims filed or asserted by each and every member of the Claimant for the Tonolli site, as defined below, or other claims as to which Claimant has authority to resolve, whether by contract, agency, or any other theory or basis in law or equity (collectively with the Proofs of Claim, the "Claims").

1. Claimant is comprised of the Members of the Tonolli Site RD/RA Steering Committee, including Johnson Controls, Inc., RSR Corporation, Honeywell International, Inc., Wimco Metals Inc., C&D Technologies, Inc., and Abbey Metals Corp. (each of whom is also referred to herein individually as "Claimant Member" or jointly as "Claimant Members" or "Claimant").

2. Claimant shall receive an allowed, nonpriority, general, unsecured, Class P4-A claim in the total amount of \$200,000 ("Claim Allowance"), 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 **59.8206%**

Tax ID Number: 39-1684871

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

RSR Corporation **18.7889%**

Tax ID Number: 75-1379848

Joe Dugger
RSR Corporation
2777 N. Stemmons Freeway
Suite 1800
Dallas, TX 75207

Honeywell International, Inc. **10.5828%**

Tax ID Number: 22-2640650

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

Wimco Metals, Inc. **5.8823%**

Tax ID Number: 25-1507915

Mark Weis
Wimco Metals Inc.
401 Penn Ave,
Pittsburgh, PA 15221

C&D Technologies **4.3641%**

Tax ID Number: 13-3314599

Ian J. Harvie
C&D Technologies, Inc.
1400 Union Meeting Road
Blue Bell, PA 19422-0838

Abbey Metal Corp.

0.5612%

Tax ID Number: 22-1625501

Kenneth Zuckerman
Abbey Metal Corp
59 Grand Street
Moonachie, NJ 07074

These allocation instructions are accepted by each Claimant Member signing below as its appropriate share of the Claim Allowance.

3. Pursuant to the allocation instructions set forth in the preceding paragraph, Exide shall deliver to each Claimant Member the distribution of share and warrant certificates made pursuant to this Stipulation and any order approving the settlement herein.

4. Claimant and each Claimant Member agrees that the signatures below are authorized and forever release unconditionally Exide, its past, present, and future shareholders, officers, directors, employees, agents, predecessors, subsidiaries, affiliates and their successors and assigns, including without limitation GNB Technologies Inc. (collectively, the "Releasees") from any and all liability or claims arising from or related to the Claims, the Claim Allowance and the distribution made under this Stipulation, including, but not limited to the specified allocation and manner of distribution, after approval of the Stipulation by the Bankruptcy Court. In addition, this Stipulation hereby resolves any and all liability or claims that the Claimant and/or any Claimant Member has against Gould Inc., and/or its successors and/or assigns, including but not limited to Gould Electronics, Inc. (collectively, "Gould") for the Site and the Claimant and/or all Claimant Members also agree that the definition of Releasees includes Gould, but only to the extent that GNB Technologies Inc. and/or Exide had any obligation to indemnify Gould for any such liability or claim.

5. In consideration of the foregoing, 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 neither Claimant nor any Claimant Member, or any entity which has settled with the Claimant or Claimant Members, retains any claim related to or arising from this site against the Releasees, including but not limited to GNB Technologies Inc. and Gould. This settlement is a complete satisfaction of all such claims. In addition, Claimant represents, on behalf of itself and each Claimant Member signing below, that this settlement of Claimant with Exide includes a release by Claimant and each Claimant Member of all claims which could be brought by any member of the Claimant or any entity related to the Claimant and involved at this site for site response costs or response actions. Claimant will disclose to Exide the terms of any and all other agreements as necessary to demonstrate the accuracy of the foregoing representations.

6. Claimant and Claimant Members further represent and agree that the Claim Allowance fully resolves any and all claims against the Releasees for future response costs or response actions of the government, the Claimant, and all Claimant Members, and that allowance of the Proofs of Claim in the amount of the Claim Allowance set forth herein for all Claims addresses and settles any and all alleged liability of all of the Releasees for those response costs or response actions, including but not limited to the costs of all response actions required by the Consent Decree entered by the United States District Court for the Middle District of Pennsylvania in *United States of America and the Commonwealth of Pennsylvania v. A-1 Battery, Inc. et al.*, Civil Action No. 98-0363, and any other orders, decrees or agreements to which the United States or any other government entity or any member of the Claimant or any related entity involved at this site is or has been a party. Claimant and each Claimant Member

agree that this Stipulation shall and does bar any future claims for response costs, or for contribution or other relief related to any response actions or response costs at the site against any of the Releasees. Claimant and each of the Claimant Members release the Releasees, including but not limited to Exide, GNB Technologies Inc., and Gould, 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 and/or the Claimant Members are deemed fully satisfied by this settlement and Stipulation, when approved by the Bankruptcy Court.

7. The terms "site" or "Site", as used herein, shall include the site referred to in *United States of America and the Commonwealth of Pennsylvania v. A-1 Battery, Inc. et al.*, Civil Action No. 98-0363 (United States District Court for the Middle District of Pennsylvania), 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 each Claimant Member, and do not constitute any admission of liability on the part of any of the Parties or any Releasee. The Parties each consent to the entry of an order memorializing and approving the terms of this Stipulation.

9. Claimant represents and warrants that Claimant and Claimant Members are the sole owners of the Claims, that they have not sold, transferred or assigned all or any interest in the Claims, and that they 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 and each Claimant Member 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 electronic 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. 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.

13. 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.

14. This Stipulation shall be effective only upon signature by each individual Party and approval by the Bankruptcy Court.

[SIGNATURE PAGES TO FOLLOW]

STIPULATED AND AGREED:

EXIDE TECHNOLOGIES

By: B. Herbert Pitcher
Title: Deputy General Counsel
Date: 2/21/11

**MEMBERS OF THE TONOLLI SITE RD/RA
STEERING COMMITTEE**

Johnson Controls, Inc.

By: E. White
Title: PRP Group Member
Date: 2/8/11

Honeywell International, Inc.

By: _____
Title: _____
Date: _____

RSR Corporation:

By: _____
Title: _____
Date: _____

Wimco Metals Inc.:

By: Mark G. Weiss
Title: Controller
Date: 2-8-11

STIPULATED AND AGREED:

EXIDE TECHNOLOGIES

By: _____

Title: _____

Date: _____

MEMBERS OF THE TONOLLI SITE RD/RA
STEERING COMMITTEE

Johnson Controls, Inc.

By: E. White

Title: PRP Group Member

Date: 2/8/11

Honeywell International, Inc.

By: John M. M...

Title: Remediation Dir

Date: 2/14/11

RSR Corporation:

By: _____

Title: _____

Date: _____

Wimco Metals Inc.:

By: _____

Title: _____

Date: _____

STIPULATED AND AGREED:

EXIDE TECHNOLOGIES

By: _____

Title: _____

Date: _____

MEMBERS OF THE TONOLLI SITE RODRA
STEERING COMMITTEE

Johnson Controls, Inc.

By: E. White

Title: PRP Group Member

Date: 2/8/11

Honeywell International, Inc.

By: _____

Title: _____

Date: _____

RSR Corporation:

By: Homer Dine

Title: VP Corporate Services

Date: 2/11/11

Wimco Metals Inc.:

By: _____

Title: _____

Date: _____

C&D Technologies, Inc.:

By: 

Title: Deputy General Counsel

Date: 2/14/11

Abbey Metals Corp.:

By: _____

Title: _____

Date: _____

C&D Technologies, Inc.;

By: _____

Title: _____

Date: _____

Abbey Metals Corp.:

By: Kenneth O. Zuckerman, CFO

Title: CFO

Date: 2/17/11