

CONFORMED VERSION

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 the City of Trenton, New Jersey ("Claimant", and together with Exide, the "Parties"), hereby enter into this stipulation (the "Stipulation") resolving claim no. 5573 (the "Proof of Claim") related to, *inter alia*, the former Magic Marker site (the "Site"), as defined below, and any other claims which Claimant has authority to resolve, whether by contract, agency, or any other theory or basis in law or equity that were or could have been asserted by or on behalf of Claimant in the bankruptcy case (collectively with the Proof of Claim, the "Claims").

1. Claimant is the government of the City of Trenton, New Jersey. The Claimant is represented in this matter by counsel, who is authorized to sign this Stipulation and bind the Claimant.

2. Claimant shall receive an allowed, nonpriority, general unsecured, Class P4-A claim in the total amount of \$500,000 ("Claim Allowance"), to be distributed in stock 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 based on the Claim Allowance shall be sent as follows: City of Trenton, c/o Albert I. Telsey, Esq., Maraziti, Falcon

& Healey, 150 JFK Parkway, Short Hills, NJ 07078. These instructions were provided by counsel for the Claimant.

3. Claimant agrees that execution of this Stipulation forever releases 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. In addition, this Stipulation hereby resolves any and all liability and/or claims that the Claimant has or may have 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 also agrees 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.

4. In consideration of the foregoing, the Claims are deemed withdrawn, released, waived and discharged, including without limitation, any claims for late fees, penalties, interest, collection costs, expenses, fees or other charges. Claimant further represents that neither Claimant nor any entity which has settled with the Claimant 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 that this settlement of Claimant with Exide includes a release by Claimant of all claims which could be brought by any 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.

5. Claimant further represents and agrees 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, or any other responsible parties, and that allowance of the Claims in the amount of the Claim Allowance set forth herein 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 any Spill Directive or agreement issued by the New Jersey Department of Environmental Protection, and any other orders, decrees or agreements to which the United States or any other governmental entity or the Claimant or any related entity involved at this site is or has been a party. Claimant agrees 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 releases 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 are deemed fully satisfied by this settlement and Stipulation.

6. The terms "site" or "Site", as used herein, shall include the site referred to in the Proof of Claim as the Magic Marker site located at 467 Calhoun Street, Tax Block 28, Lots 4, 5, 145, 148B, 360, 362, 363 and 364, including any past, present or future expansion of the site or past, present or future response costs or response actions related to the same site, activities which contributed to or resulted in the actions, response or remedial costs, or any consent decrees, orders, agreements or other actions identified in or related to the Claims.

7. This compromise and any order entered in connection herewith represent a compromise among the Parties, and does not constitute an admission of liability as to any matter of fact or law 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, if necessary under the terms of the Joint Plan.

8. Claimant represents and warrants that Claimant is the sole owner of the Claims, that Claimant has not sold, transferred or assigned all or any interest in the Claims, and that Claimant has complete and exclusive authority to enter into this Stipulation and settle the Claims on the terms set forth herein. Claimant further represents that it is and has been the owner of the property specifically described in paragraph 6 above since at least 1997, and that it directly incurred and paid the costs which comprise a portion of the Claims being resolved by this settlement.

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

10. 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.

11. 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.

12. 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.

13. This Stipulation shall be effective only upon signature by each individual Party and, if necessary under the terms of the Joint Plan, approval by the Bankruptcy Court.

**STIPULATED AND AGREED:**

EXIDE TECHNOLOGIES

THE CITY OF TRENTON

By: B. Nelson & Pittman

By: [Signature]

Title: Deputy General Counsel

Title: Mayor

Date: 12/5/11

Date: 11/29/2011