

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 Sapp Battery Site Group (“Sapp” or “Claimant” and, together with Exide, the “Parties”), hereby enter into this stipulation (the “Stipulation”) resolving claim nos. 2864, 4737 and 5246 (the “Proofs of Claim”), and any and all other claims filed or asserted by each and every member of the Claimant for the Sapp site (the “Site”), as defined below, and other claims as to which Sapp has authority to resolve with respect to the Site, whether by contract, agency, or any other theory or basis in law or equity, including but not limited to claim numbers 2856, 4735 and 5248 filed by Jackson Iron & Metal (collectively with the Proofs of Claim, the “Claims”).

1. Attached as Exhibit A hereto is a list of all of the current participating members of Sapp, together with mailing addresses for notice purposes (each of whom is also referred to herein individually as “Claimant Member” or jointly as “Claimant Members”). The Claimant Members are each represented in this matter by the undersigned counsel to Sapp. The undersigned counsel to Sapp represents and warrants to Exide that he/she has authority to execute this Stipulation, to bind the Claimant Members to the terms of this Stipulation, and to receive the distribution provided under this Stipulation on behalf of Sapp and the Claimant Members in the manner set forth herein.

2. Claimant shall receive and hereby is allowed a nonpriority, general unsecured, Class P4-A claim in the total amount of \$2,400,000 ("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"). A certificate for shares comprising the Claim Allowance shall be issued to "BAKER & HOSTETLER LLP IOLTA ATTORNEY ESCROW SAPP BATTERY SITE TST" and sent to counsel to Sapp, Robert Steinwurtzel, Esq., Washington Square, Suite 1100, 1050 Connecticut Avenue, N.W., Washington, D.C. 20036-5304.

3. Sapp agrees, on its own behalf and on behalf of each Claimant Member, that its signature below is authorized to and 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, including but not limited to the manner of distribution set forth above, after approval of the Stipulation by the Bankruptcy Court; provided, however, that the foregoing release shall not impair Sapp's right to enforce the terms of this Stipulation. In consideration of the foregoing, and upon approval of this Stipulation by order of the Bankruptcy Court, 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. Sapp 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 the Site against the Releasees, including but not limited to GNB Technologies Inc., except for the Claim Allowance as provided for herein. This settlement is a complete satisfaction of all such claims. In addition, Sapp

represents, on behalf of itself and each Claimant Member, 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 (including but not limited to co-defendants in the Consent Decree for the Site) and involved at the Site for site response costs, response actions or natural resource damages related to or incurred in connection with the Site.

4. Sapp, on its own behalf and on behalf of each Claimant Member, further represents and agrees that the Claim Allowance fully resolves and releases any and all claims against the Releasees for future response costs or response actions of the federal or state government, and for natural resource damages, by the Claimant and all Claimant Members related to or incurred in connection with the Site, and that allowance of the Proofs of Claim 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 Site response costs, response actions, or natural resource damages, including but not limited to the costs of all response actions or other damages or relief required by the Consent Decree entered by the United States District Court for the Northern District of Florida in *United States of America v. Aaron Scrap, et al.*, Civil Action No. 5-92-cv-50244-LC (the "Consent Decree"). Sapp, on its own behalf and on behalf of each Claimant Member, agrees that, upon entry of a final Order approving this Stipulation by the Bankruptcy Court, this Stipulation shall and does bar any future claims for response costs or natural resource damages, or for contribution or other relief related to any response actions or response costs or natural resource damages at the Site against any of the Releasees. Sapp, on its own behalf and on behalf of each Claimant Member, releases the Releasees, including but not limited to Exide and GNB Technologies Inc., hereunder from any claims or demands under prior agreements,

orders or any other legal basis for such a demand with respect to the Site. Any agreements between or among Exide, the Releasees and the Claimant and/or the Claimant Members related to the Site are deemed fully satisfied by this settlement and Stipulation, when approved by the Bankruptcy Court.

5. The terms “site” or “Site”, as used herein, shall mean the site referred to in *United States of America v. Aaron Scrap, et al.*, Civil Action No. 5-92-cv-50244-LC (United States District Court for the Northern District of Florida), any past, present or future expansion of the Site or past, present or future response costs or response actions or natural resource damages related to the same site, activities which contributed to or resulted in the consent decrees, orders, agreements or other actions identified in or related to these Claims.

6. 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.

7. Claimant represents and warrants that Claimant and Claimant Members are the sole owners of the Claims and have not transferred all or any part of the Claims.

8. 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.

9. This Stipulation may be signed by facsimile or 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.

10. This Stipulation may be amended, supplemented, or otherwise modified only by way of a subsequent writing executed by the Parties or their successors in interest, or the authorized agents or representatives thereof.

11. 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.

12. Notwithstanding any provisions contained herein to the contrary, this Stipulation shall be effective only upon signature by the Parties and approval by the Bankruptcy Court.

STIPULATED AND AGREED:

EXIDE TECHNOLOGIES

SAPP BATTERY SITE GROUP

By: B. Holland Cuthbert
Title: Deputy General Counsel
Date: 7/13/11

By: _____
Title: _____
Date: _____

10. This Stipulation may be amended, supplemented, or otherwise modified only by way of a subsequent writing executed by the Parties or their successors in interest, or the authorized agents or representatives thereof.

11. 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.

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STIPULATED AND AGREED:

EXIDE TECHNOLOGIES

By: _____

Title: _____

Date: _____

SAPP BATTERY SITE GROUP

By: _____

Title: _____

Date: _____



COUNSEL FOR THE SAPP
BATTERY SITE GROUP
7/1/11

EXHIBIT A

List of Participating Members and Notice Addresses

Ganson Investments, Inc.
f/k/a Aaron Scrap
P.O. Box 941227
Maitland, FL 32794

Southern Scrap Company, Inc.
2909 N. Palafox Street
P.O. Box 2100 (zip 32513-2100)
Pensacola, FL 32582

Allied Scrap Processors, Inc.
3330 E. Main Street
P.O. Box 1585
Lakeland, FL 33802

St. Lucie Battery & Tire
5500 Orance Avenue
Ft. Pierce, FL 34947

Addlestone for Associated Iron
Automotive Recycling Corp.
P.O. Drawer 979
Charleston, SC 29402

Charleston Steel & Metal Co., Inc.
P.O. Box 814
Charleston, SC 29402

Commercial Metals Co.
6565 N. MacArthur Blvd.
Irving, TX 75039

Gulf Coast Recycling
18 W. Oxmoor Road
Birmingham, AL 35209

Jackson Iron & Metal Co., Inc.
P.O. Box 23309
Jackson, MS 39255-3309

Macon, Iron & Paper Stock Co., Inc.
P.O. 20008
Macon, GA 31205-0008

Rice Iron & Metal, Inc.
P.O. Box 672
Valdosta, GA 31603

Sanders Lead Co., Inc.
P.O. Box 707
1 Sanders Road
Troy, AL 360