

EXHIBIT 1

STIPULATION

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

EXIDE TECHNOLOGIES,¹

Debtor.

Chapter 11

Case No. 13-11482 (KJC)

STIPULATION AND AGREEMENT BY AND AMONG THE DEBTOR, WELLS
FARGO BANK, NATIONAL ASSOCIATION, THE UNOFFICIAL NOTEHOLDER
COMMITTEE AND THE DIP AGENT

Exide Technologies, the above-captioned debtor and debtor-in-possession (the "Debtor"), Wells Fargo Bank, National Association, in its capacity as trustee under the Indenture (defined below) (the "Pre-Petition Notes Trustee"), the Unofficial Noteholder Committee² (collectively, the "Parties") and, for the limited purposes noted, JPMorgan Chase Bank, N.A. acting as DIP Administrative Agent (the "DIP Agent"), hereby stipulate and agree as follows:

RECITALS

A. On June 10, 2013 (the "Petition Date"), the Debtor filed a voluntary case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

B. On the Petition Date, the Debtor filed a *Motion For Interim And Final Orders (I) Authorizing Debtor (A) To Obtain Post-Petition Financing Pursuant To 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), And 364(e) And (B) To Utilize Cash Collateral Pursuant To 11 U.S.C. § 363, (II) Granting Adequate Protection To Pre-Petition*

¹ The last four digits of the Debtor's taxpayer identification number are 2730. The Debtor's corporate headquarters are located at 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004.

² Capitalized terms used herein but not defined shall have the meaning ascribed to them in the Final DIP Order (as defined below).

*Secured Parties Pursuant To 11 U.S.C. §§ 361, 362, 363 And 364 And (III) Scheduling Final Hearing Pursuant To Bankruptcy Rules 4001(b) And (c) [Docket No. 17] (the “**DIP Motion**”).*

C. The Debtor continues in the management and operation of its business and properties as debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this chapter 11 case.

D. On June 18, 2013, the Office of the United States Trustee appointed the Official Committee of Unsecured Creditors pursuant to 11 U.S.C. § 1102.

E. On June 11, 2013, the Bankruptcy Court entered an order granting the DIP Motion on an interim basis [Docket No. 79] (the “**Interim DIP Order**”).

F. On July 25, 2013, the *Final Order (I) Authorizing Debtor (A) to Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e) and (B) to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363 and (II) Granting Adequate Protection to Pre-Petition Secured Parties Pursuant to 11 U.S.C. §§ 361, 362, 363 and 364 [Docket No. 427] (the “**Final DIP Order**”) was entered.*

G. Paragraph 15(c)(ii) of the Final DIP Order, as amended by the *Stipulation and Agreement By and Among the Debtor, the Official Committee of Unsecured Creditors, Wells Fargo Bank, National Association, the Unofficial Noteholder Committee and the DIP Agent* dated January 28, 2014 [Docket No. 1300], authorizes current cash payments payable under the Existing Indenture to be made to the Pre-Petition Notes Trustee (for the benefit of itself and the Pre-Petition Noteholders thereunder) “for the period commencing November 1, 2013, for all actual and documented reasonable professional fees and expenses payable to any other professional retained by the Pre-Petition Notes Trustee under the Existing Indenture, including a

financial advisor, in an amount not to exceed \$25,000 per month on a rolling basis," all such fees and expenses to be submitted and paid pursuant to paragraph 23 of the Final DIP Order.

H. The Parties desire to stipulate and agree to increase the amounts payable in paragraph 15(c)(ii), as amended, from \$25,000 per month to \$50,000 per month, as set forth below.

I. All Parties agree that this stipulation and agreement may be signed in multiple counter-parts.

THEREFORE, THE PARTIES HEREBY STIPULATE, CONSENT, AND AGREE as follows:

1. The Parties acknowledge and agree that the "\$25,000" in paragraph 15(c)(ii) of the Final DIP Order, as amended, shall be stricken and amended to be "\$50,000", such amendment being effective *nunc pro tunc* to April 1, 2014, and having been consented to in writing by JPMorgan Chase Bank, N.A. acting as DIP Administrative Agent under the DIP Credit Agreement and the Required Lenders under and as defined in the DIP Credit Agreement.

2. This stipulation and agreement contains the entire agreement by and between the Parties hereto, and all prior understandings or agreements, if any, are merged into this stipulation and agreement. No representations have been made or relied upon by the Parties, except as set forth herein.

3. Each Party represents that it is authorized to do such things, execute such documents and expend such funds as may be reasonably necessary to effectuate the terms and conditions of this stipulation and agreement. The Parties shall take such actions as may be

reasonably required to promptly obtain the Bankruptcy Court's approval of this stipulation and agreement.

Dated: April 24, 2014

**PAUL, WEISS, RIFKIND,
WHARTON & GARRISON LLP**

By: /s/ Alice Belisle Eaton
Alan W. Kornberg
Alice Belisle Eaton
1285 Avenue of the Americas
New York, New York 10019-6064
Telephone: (212) 373-3000
Facsimile: (212) 757-3990

- and -

**YOUNG CONAWAY STARGATT &
TAYLOR, LLP**

Pauline K. Morgan (No. 3650)
Sean T. Greecher (No. 4484)
The Brandywine Building
1000 West Street, 17th Floor
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

*Counsel for the Unofficial Noteholder
Committee*

REED SMITH LLP

By: /s/ Richard A. Robinson
Richard A. Robinson
1201 N. Market Street, Suite 1500
Wilmington, DE 19801
Telephone: (302) 778-7500
Facsimile: (302) 778-7575

- and -

FOLEY & LARDNER LLP

Harold L. Kaplan
Mark F. Hebbeln
321 North Clark Street, Suite 2800
Chicago, IL 60654-5313
Telephone: (312) 832-4500
Facsimile: (312) 832-4700

*Counsel to Wells Fargo Bank, National
Association, as the Pre-Petition Notes Trustee*

**RICHARDS, LAYTON & FINGER,
P.A.**

By: /s/ Mark D. Collins

Mark D. Collins
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701

- and -

DAVIS POLK & WARDWELL LLP

Damian S. Schaible
450 Lexington Avenue
New York, New York 10017
Telephone: (212) 450-4000
Facsimile: (212) 701-5800

*Counsel to JP Morgan Chase Bank, N.A.,
as DIP Agent on behalf of the DIP
Lenders, solely for purposes of confirming
the consent of the DIP Agent and the
Required Lenders under the DIP Credit
Agreement to the amendments to the Final
DIP Order set forth in Section 1 of the
Stipulation and Agreement*

**SKADDEN, ARPS, SLATE, MEAGHER &
FLOM LLP**

By: /s/ Kristhy M. Peguero

Anthony W. Clark (I.D. No. 2051)
Kristhy M. Peguero (I.D. No. 4903)
One Rodney Square, P.O. Box 636
Wilmington, Delaware 19899-0636
Telephone: (302) 651-3000
Fax: (302) 651-3001

- and -

Kenneth S. Ziman
J. Eric Ivester
Four Times Square
New York, New York 10036-6522
Telephone: (212) 735-3000
Fax: (212) 735-2000

- and -

James J. Mazza, Jr.
155 N. Wacker Dr.
Chicago, Illinois 60606-1720
Telephone: (312) 407-0700
Fax: (312) 407-0411

Counsel for the Debtor and Debtor in Possession