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County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2019 PG: 2056

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, New York, 10019-6064 Attn: Stephen K. Koo, Esq.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME OR EXIDE TECHNOLOGIES				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 13000 Deerfield Parkway, Building 200	CITY Milton	STATE GA	POSTAL CODE 30004	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) – insert only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME OR U.S. BANK NATIONAL ASSOCIATION, in its capacity as Collateral Agent				
3b. INDIVIDUAL'S SUR NAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 60 Livingston Avenue	CITY St. Paul	STATE MN	POSTAL CODE 55107-2292	COUNTRY USA

4. COLLATERAL: This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto and made a part hereof.

5. Check only if applicable and check only one box: Collateral ☐ is held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative	
6a. Check only if applicable and check only one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility	6b. Check only if applicable and check only one box: ☐ Agricultural Lien ☐ Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: To be filed in Delaware County, IA	

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

EXIDE TECHNOLOGIES

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c.

10a. ORGANIZATION'S NAME

10b. INDIVIDUAL'S PERSONAL NAME

OR

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral)

13. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See Schedule B attached hereto and made a part hereof.

17. MISCELLANEOUS

To be filed in Delaware County, IA

SCHEDULE A

Debtor, as mortgagor (the "Mortgagor") hereby grants, bargains, sells, pledges, assigns, warrants, transfers and conveys to the Mortgagee, with power of sale and right of entry and possession, and hereby grants to the Mortgagee a security interest in and security title upon, all of the Mortgagor's estate, right, title and interest in, to and under all of the following described property, whether now owned or held or hereafter acquired from time to time (collectively, the "Mortgaged Property"):

- (i) Land;
- (ii) Fixtures;
- (iii) Improvements;
- (iii) Leases;
- (iv) Rents;
- (v) Permits;
- (vi) Contracts;
- (vii) Records; and
- (viii) Proceeds.

TO HAVE AND TO HOLD the Mortgaged Property, together with all estate, right, title and interest of the Mortgagor and anyone claiming by, through or under the Mortgagor in and to the Mortgaged Property and all rights and appurtenances relating thereto, under the Mortgagee, its successors and assigns, subject to Permitted Liens, for the benefit of the Mortgagee and the other Secured Parties for the purpose of securing the payment and performance in full of all the Secured Obligations.

Notwithstanding the foregoing provisions of this Schedule A, Mortgaged Property shall not include a grant of any of the Mortgagor's right, title or interest in any Contract or Permit (w) that validly prohibits the creation by the Mortgagor of a security interest therein or (x) to the extent, but only to the extent, that any Requirement of Law applicable thereto prohibits the creation of a security interest therein or (y) to the extent, but only to the extent, that such a grant would, under the terms of such Contract, result in a breach or termination of the terms of, or constitute a default under or termination of, such Contract or (z) any Permit to the extent, but only to the extent, that such grant would constitute or result in abandonment, invalidation or rendering unenforceable any right, title or interest of the Mortgagor therein; provided, however, that the right to receive any payment of money or any other right referred to in Sections 9-406(d), 9-407(a) or 9-408(a) of the Uniform Commercial Code to the extent that such Sections are effective to limit the prohibitions described in clauses (w), (x), (y) and (z) of this Schedule A shall constitute Mortgaged Property

hereunder; and provided, further, that at such time as any Contract or Permit described in clauses (w), (x), (y) and (z) of this Schedule A is no longer subject to such prohibition, such applicable Contract or Permit shall (without any act or delivery by any Person) constitute Mortgaged Property hereunder.

Provided further that, notwithstanding anything to the contrary contained in the granting clause or elsewhere in the Superpriority Lien Mortgage, Assignment Of Leases And Rents, Security Agreement And Fixture Filing, dated as of July 31, 2019 (the "Mortgage"), the Mortgagor and the Mortgagee acknowledge and agree that:

A. the Lien, security title and security interest in the Mortgaged Property granted pursuant to each of (i) that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as amended, restated, supplemented or otherwise modified from time to time, the "First Lien Mortgage") executed by the Mortgagor to the Initial First Lien Agent, for the benefit of the First Lien Secured Parties, and (ii) that certain Second Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Mortgage") executed by the Mortgagor to the Initial Second Lien Agent, for the benefit of the Second Lien Secured Parties, is and shall be subject and subordinate to the Lien granted to the Mortgagee pursuant to the Mortgage. All rights and benefits afforded hereunder to the Secured Parties with respect to the Mortgaged Property and all rights and benefits afforded pursuant to the First Lien Mortgage to the First Lien Secured Parties and the Second Lien Mortgage to the Second Lien Secured Parties are expressly subject to the terms and conditions of the Intercreditor Agreement; and

B. the Secured Parties' Liens, security title and security interest in the Mortgaged Property constitute Liens, security title and security interest separate and apart (and of a different class and claim) from each of the First Lien Secured Parties' and the Second Lien Secured Parties' Liens, security title and security interest in the Mortgaged Property.

Capitalized terms used herein without definition shall have the meanings ascribed to them in the Mortgage.

SCHEDULE B

Lot 4 of Southwest Industrial Park, City of Manchester, Delaware County, Iowa, according to the Plat recorded in Book 6 Plats, Page 46; as amended by Plat recorded in Book 6 Plats, Page 56; as further amended by Retracement Plat recorded November 15, 2008 in Book 2008, Page 3433.