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County Recording Fee: \$47.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$50.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2019 PG: 2058

**SECOND AMENDMENT TO
SECOND MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

Recorder's Cover Sheet

Preparer Information: Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019-6064, (212) 373-3000 Attn: Stephen K. Koo, Esq.

Taxpayer Information: Exide Technologies
1300 Deerfield Parkway, Building 200
Milton, GA 30004

Return Document To: Stephen K. Koo, Esq.
Paul, Weiss, Rifkind, Wharton &
Garrison, LLP
1285 Avenue of the Americas
New York, NY 10019-6064

Mortgagor: Exide Technologies, a Delaware corporation, successor in interest to Exide Corporation, a Delaware corporation

Mortgagee: U.S. Bank National Association

Legal Description: See Exhibit attached

Document or Instrument number of previously recorded documents: Second Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded August 3, 2015 in Book 2015 at Page 2075 of the Delaware County, Iowa records, as amended by that certain First Amendment to Second Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded August 25, 2017 in Book 2017 at Page 2338 of the Delaware County, Iowa records.

**SECOND AMENDMENT TO SECOND MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING
(Delaware County, Iowa)**

THIS SECOND AMENDMENT TO SECOND MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "**Amendment**"), made and effective as of July 31, 2019 (the "**Effective Date**"), is by and between EXIDE TECHNOLOGIES, a Delaware corporation and successor-in-interest to Exide Corporation, a Delaware corporation, having an address at 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004 ("**Mortgagor**") and U.S. BANK NATIONAL ASSOCIATION, having an address at c/o Global Corporate Trust Services, 60 Livingston Avenue, St. Paul, Minnesota 55107-2292, not in its individual capacity, but solely in its capacity as collateral agent for the Secured Parties (as defined in the Security Agreement (as hereinafter defined)), as mortgagee, assignee and secured party (in such capacities and together with any successor in such capacities, the "**Mortgagee**"). Capitalized terms used in this Amendment shall have the same meanings as in the Mortgage (as hereinafter defined) unless otherwise defined in this Amendment.

RECITALS:

A. Pursuant to (i) that certain Indenture dated as of April 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "2015 Second Lien Indenture"), by and between Mortgagor and Mortgagee, as trustee and collateral agent on behalf of holders of the 2015 Second Lien Notes, Mortgagor issued its 7% Second Lien Senior Secured Convertible PIK Notes due 2025 (together with any Additional Notes and PIK Notes (each as defined in the 2015 Second Lien Indenture), the "2015 Second Lien Notes") in accordance with the terms and provisions set forth therein, (ii) that certain Indenture dated as of June 30, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "3.79% Second Lien Indenture") by and among the Mortgagor and U.S. Bank National Association, as trustee and collateral agent on behalf of holders of the Deferred Payment Notes (as defined below), the Mortgagor issued \$444,582 aggregate principal amount of its 3.79% Second Lien Deferred Payment Notes due 2022 (the "Deferred Payment Notes") in accordance with the terms and provisions set forth therein and (iii) that certain Indenture dated as of May 10, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "2017 Second Lien Indenture" and together with the 2015 Second Lien Indenture and 3.79% Second Lien Indenture, the "Existing Indentures") by and among the Mortgagor and U.S. Bank National Association, as trustee and collateral agent on behalf of the holders of the 2017 Second Lien Notes, the Mortgagor issued \$80,000,000 aggregate principal amount of its 7.25% Second Lien Senior Secured Convertible PIK Notes due 2025 (and, together with any Additional Notes and PIK Notes (each as defined in the 2017 Second Lien Indenture) which may be issued from time to time under the 2017 Second Lien Indenture, the "2017 Second Lien Notes" and together with the 2015 Second Lien Notes and the Deferred Payment Notes, the "Existing Notes") in accordance with the terms and provision set forth therein.

B. In order to induce the Secured Parties to make the financial accommodations contemplated by the 2015 Second Lien Indenture, Mortgagor granted to Mortgagee, as collateral agent on behalf of the 2015 Second Lien Notes, a second lien mortgage encumbering the land more particularly described on Exhibit A attached hereto, pursuant to that certain Second Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing

dated as of July 30, 2015 (as amended prior to the date hereof, the "Mortgage") by Mortgagor in favor of Mortgagee, recorded on August 3, 2015 in Book 2015, Page 2075 in the Delaware County Recorder's Office (the "Recorder"), as amended by that certain First Amendment to Second Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of August 23, 2017, and recorded on August 25, 2017 in Book 2017, Page 2338 in the Recorder's office.

C. The Mortgage was given as security for the Secured Obligations as more fully described and defined in the Mortgage.

D. In addition, pursuant to the 2015 Second Lien Indenture, Mortgagor and certain affiliates of the Mortgagor entered into that certain Second Lien Security Agreement dated as of April 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Existing Security Agreement"), in favor of Mortgagee, as collateral agent on behalf of the holders of the 2015 Second Lien Notes, to grant a second lien security interest in and to the personal property collateral described therein.

E. Pursuant to (i) that certain Additional Pari Passu Joinder Agreement, dated June 30, 2015, the obligations in respect of the 3.79% Second Lien Indenture and the Deferred Payment Notes were secured under the Existing Security Agreement and the Mortgage and (ii) that certain Additional Pari Passu Joinder Agreement dated as of May 10, 2017, the obligations in respect of the 2017 Second Lien Indenture and the 2017 Second Lien Notes were secured under the Existing Security Agreement and the Mortgage.

F. On June 25, 2019, certain holders of 2015 Second Lien Notes exchanged a portion of the 2015 Second Lien Notes and certain holders of 2017 Second Lien Notes exchanged a portion of the outstanding 2017 Second Lien Notes for up to \$292,000,000 aggregate principal amount of 7.25% 1.5 Lien Senior Secured Convertible Notes due 2027 (as amended, restated, supplemented, modified, refinanced or replaced, the "Notes") issued by the Mortgagor pursuant to that certain Indenture dated as of June 25, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture") by and among the Mortgagor, the subsidiaries of the Mortgagor party thereto as guarantors and U.S. Bank National Association, as trustee and collateral agent (the "Exchange").

G. In connection with the Exchange, the Existing Security Agreement was amended and restated pursuant to that certain Amended and Restated Second Lien Security Agreement dated as of June 25, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to include the obligations in respect of the Notes and the Indenture in the Secured Obligations for purposes of the Security Agreement and the Mortgage and to exclude the obligations in respect of any 2015 Second Lien Notes and 2017 Second Lien Notes remaining outstanding after the consummation of the Exchange from the Secured Obligations for purposes of the Security Agreement and the Mortgage.

H. The parties hereto desire to amend the Mortgage as provided herein to reflect the consummation of the Exchange.

I. U.S. Bank, National Association, not in its individual capacity, but solely in its capacity as the Collateral Agent for the Secured Parties, is entering into this Amendment as the Mortgagee hereunder.

AGREEMENTS:

1. The Recitals hereto are hereby incorporated by reference into this Amendment.

2. The Recitals to the Mortgage are hereby amended and restated in their entirety as follows:

“A. Pursuant to (i) that certain Indenture dated as of April 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “2015 Second Lien Indenture”), by and between Mortgagor and U.S. Bank National Association, as trustee and collateral agent on behalf of the 2015 Second Lien Notes (as defined below) (in such capacity, the “2015 Second Lien Notes Trustee”), Mortgagor issued its 7% Second Lien Senior Secured Convertible PIK Notes due 2025 (together with any Additional Notes and PIK Notes (each as defined in the 2015 Second Lien Indenture), the “2015 Second Lien Notes”) in accordance with the terms and provisions set forth therein, (ii) that certain Indenture dated as of June 30, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the “3.79% Second Lien Indenture”) by and among the Mortgagor and Mortgagee, as trustee and collateral agent on behalf of the Deferred Payment Notes (as defined below), the Mortgagor issued \$444,582 aggregate principal amount of its 3.79% Second Lien Deferred Payment Notes due 2022(the “Deferred Payment Notes”) in accordance with the terms and provisions set forth therein and (iii) that certain Indenture dated as of May 10, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “2017 Second Lien Indenture” and together with the 2015 Second Lien Indenture and 3.79% Second Lien Indenture, the “Existing Indentures”) by and among the Mortgagor and U.S. Bank National Association, as trustee and collateral agent on behalf of the 2017 Second Lien Notes (as defined below), the Mortgagor issued \$80,000,000 aggregate principal amount of its 7.25% Second Lien Senior Secured Convertible PIK Notes due 2025 (and, together with any Additional Notes and PIK Notes (each as defined in the 2017 Second Lien Indenture) which may be issued from time to time under the 2017 Second Lien Indenture, the “2017 Second Lien Notes” and together with the 2015 Second Lien Notes and the Deferred Payment Notes, the “Existing Notes”) in accordance with the terms and provision set forth therein. Capitalized terms used herein shall have meanings assigned to such terms in Section 1.1 herein.

B. Pursuant to that certain Second Lien Security Agreement dated as of April 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Existing Security Agreement”) by and among Mortgagor and the other affiliates of the Mortgagor party thereto and the U.S. Bank National Association, as collateral agent on behalf of the holders of the 2015 Second Lien Notes, Mortgagor granted a continuing security interest in and to the personal property collateral described therein to secure the Secured Obligations (as defined in the Existing Security Agreement).

C. In order to induce the 2015 Second Lien Notes Trustee to enter into the 2015 Second Lien Indenture and to induce the holders to accept the 2015 Second Lien Notes, the Mortgagor granted a continuing security interest in and to the Property (as defined herein) in

order to secure the prompt and complete payment, observance and performance of the Secured Obligations (as defined in the Existing Security Agreement).

D. Mortgagee was appointed to serve as collateral agent under the 2015 Second Lien Indenture and, in such capacity, was authorized and directed to accept this Mortgage.

E. Pursuant to (i) that certain Additional Pari Passu Joinder Agreement to the Existing Security Agreement, dated June 30, 2015, the obligations in respect of the 3.79% Second Lien Indenture and the Deferred Payment Notes were secured under the Existing Security Agreement and the Mortgage and (ii) that certain Additional Pari Passu Joinder Agreement to the Existing Security Agreement, dated as of May 10, 2017, the obligations in respect of the 2017 Second Lien Indenture and the 2017 Second Lien Notes were secured under the Existing Security Agreement and the Mortgage.

F. On June 25, 2019, certain holders of 2015 Second Lien Notes exchanged a portion of the 2015 Second Lien Notes and certain holders of 2017 Second Lien Notes exchanged a portion of the outstanding 2017 Second Lien Notes for up to \$291,000,000 aggregate principal amount of 7.25% 1.5 Lien Senior Secured Convertible Notes due 2027 (as amended, restated, supplemented, modified, refinanced or replaced, the "Notes") issued by the Mortgagor pursuant to that certain Indenture dated as of June 25, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture") by and among the Mortgagor, the subsidiaries of the Mortgagor party thereto as guarantors and U.S. Bank National Association, as trustee and collateral agent (the "Exchange").

G. In connection with the Exchange, the Existing Security Agreement was amended and restated pursuant to that certain Amended and Restated Second Lien Security Agreement dated as of June 25, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to include the obligations in respect of the Notes and the Indenture in the Secured Obligations for purposes of the Security Agreement and the Mortgage and to exclude the obligations in respect of any 2015 Second Lien Notes and 2017 Second Lien Notes remaining outstanding after the consummation of the Exchange from the Secured Obligations for purposes of the Security Agreement and the Mortgage.

H. Reference is made to the Amended and Restated Intercreditor Agreement, dated as of June 17, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among (i) U.S. Bank National Association ("U.S. Bank"), in its capacity as Trustee and Superpriority Lien Agent and in its capacity as Note Control Agent for the Note Secured Parties and the ABL Secured Parties (as such terms are defined therein), (ii) U.S. Bank, in its capacity as trustee and collateral agent for the First Lien Secured Parties (as defined therein), (iii) U.S. Bank, in its capacity as trustee and collateral agent for the Second Lien Secured Parties (as defined therein) and (iv) Bank of America, N.A., in its capacities as administrative agent and collateral agent for the parties from time to time to the ABL Facility Agreement as lenders and certain other parties, and in its capacity as ABL Control Agent for the ABL Secured Parties and the Note Secured Parties (as such terms are defined therein). Notwithstanding anything herein to the contrary, the liens and security interests granted to Mortgagee pursuant to this Mortgage and the exercise of any right or remedy by Mortgagee hereunder, in each case, with respect to the Property are subject to the limitations and provisions

of the Intercreditor Agreement. In the event of any inconsistency between the terms or conditions of this Mortgage and the terms and conditions of the Intercreditor Agreement, the terms and conditions of the Intercreditor Agreement shall control.

I. This Mortgage is given by Mortgagor in favor of Mortgagee for its benefit and the benefit of the other Secured Parties to secure the payment and performance of all of the Secured Obligations."

3. The Mortgage shall remain in full force and effect in accordance with its original terms, as amended by this Amendment.

4. Mortgagor expressly reaffirms and ratifies its continuing obligations under the Mortgage, and agrees that the Mortgage continues as a lien on the Mortgaged Property in favor of Mortgagee, subject to the Permitted Liens (as defined in the Indenture); and that no part of the foregoing amendments or modifications shall have the effect of releasing, relieving or diminishing any obligations under the Mortgage.

5. Nothing herein shall constitute a novation. It is Mortgagor's express intention that the liens, encumbrances and interests conveyed by the Mortgage shall continue without interruption as security for the Secured Obligations.

6. Mortgagor, at its expense, shall cause this Amendment to be filed and/or recorded with the Recorder.

7. This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

[The balance of this page is intentionally blank; signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Amendment on the respective dates set forth in the notarial acknowledgements below, to be effective as of the Effective Date.

MORTGAGOR:

EXIDE TECHNOLOGIES, a Delaware corporation

By:

Name: John Gasparovic

Title: Executive Vice President, Chief Legal Officer and Secretary

ACKNOWLEDGMENT

STATE OF GEORGIA)
) SS
COUNTY OF FULTON)

ON THIS, the 16 day of JULY, 2019, before me, the undersigned Notary Public of said State, personally appeared John Gasparovic, who acknowledged himself to be the Executive Vice President, Chief Legal Officer and Secretary of Exide Technologies, a Delaware corporation, the entity named in the foregoing instrument, and who, in such capacity, is authorized to do so and did execute the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of said entity.

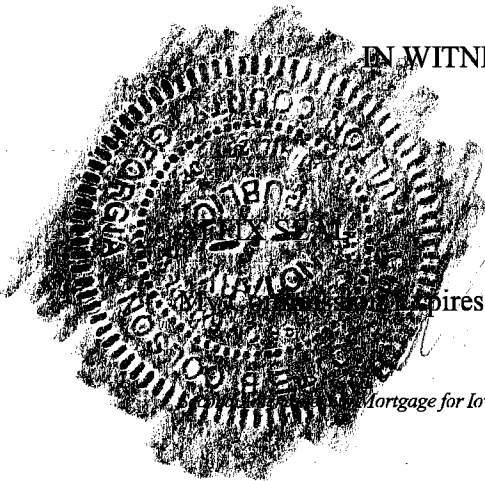
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Charlotte B. Colson
Notary Public

Print name: CHARLOTTE B. COLSON

Expires: 29 APRIL 2022

Mortgage for Iowa (Delaware County)



MORTGAGEE:

U.S. BANK NATIONAL ASSOCIATION,
as Second Lien Collateral Agent

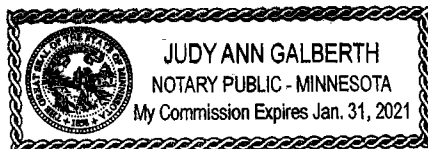
By: 
Name: Richard Prokosch
Title: Vice President

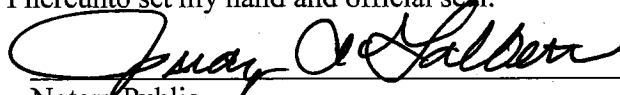
ACKNOWLEDGMENT

STATE OF Minnesota)
) SS
COUNTY OF Ramsey)

ON THIS, the 24 day of July, 2019, before me, the undersigned Notary Public of said State, personally appeared Richard Prokosch, who acknowledged himself to be the Vice President of U.S. BANK NATIONAL ASSOCIATION, the entity named in the foregoing instrument, and who, in such capacity, is authorized to do so and did execute the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of said entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.




Notary Public
Print name: Judy Ann Galberth

AFFIX SEAL

My Commission Expires: Jan. 31, 2021

Second Amendment (Delaware County, LA)

EXHIBIT A

Legal Description

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.

[Legal Description – Delaware County, IA]