This document is intended
to be recorded in
Delaware County, Iowa

(10)

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING

made by

EXIDE CORPORATION (as to Parcel 1)
GENERAL BATTERY CORPORATION (as to Parcel 2)

as Mortgagor,

to

BANKERS TRUST COMPANY

as Collateral Agent,

as Mortgagee

For Release, See Book 125
Page 332 3/28/95

THIS MORTGAGE SECURES FUTURE ADVANCES

PREPARED BY AND WHEN RECORDED RETURN TO:

WHITE & CASE
1155 Avenue of the Americas
New York, New York 10036

ATTENTION: Jeffrey J. Temple, Esq.

NOTICE (IOWA): THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $550,000,000, SUBJECT TO THE LIMITATIONS CONTAINED HEREIN. LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGE AND LIENS.

NOTICE: This instrument secures, inter alia, commercial obligations which may provide for:

(a) a variable rate of interest; and/or

(b) future and/or revolving credit advances or readvances, which when made, shall have the same priority as advances or readvances made on the date hereof whether or not (i) any advances or readvances were made on the date hereof and (ii) any indebtedness is outstanding at the time any advance or re-advance is made.

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RECORDING FEE $ 226.00
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STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
LM CM 31

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Exhibit A - Legal Description
Exhibit B - Leasehold Mortgage Provisions

MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES, RENTS AND PROFITS,
FINANCING STATEMENT AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING (this "Mortgage"), made as of this 31st day of August 1994, by General Battery Corporation, a corporation organized and existing under the laws of the State of Delaware,* having an office at 645 Penn Street, Reading, Pennsylvania 19612-4205 as mortgagor (the "Mortgagor") to Bankers Trust Company, having an office at One Bankers Trust Plaza, New York, New York 10006, as beneficiary, in its capacity as Collateral Agent (the "Mortgagee") for the benefit of the Secured Creditors (as defined below).

W I T N E S S E T H :

WHEREAS, the Mortgagor, various financial institutions from time to time party thereto (the "Banks"), the Mortgagee, Bank of America National Trust and Savings Association and Bank of Montreal, collectively, as Agents, and Mortgagee, as Administrative Agent (together with any successor agent, the "Agent", and together with the Mortgagee and the Banks, the "Bank Creditors"), have entered into a Credit Agreement, dated as of August __, 1994 (as amended, modified or supplemented from time to time, the "Credit Agreement"), providing for the making of the Loans to the Mortgagor and the issuance of, and participation in, Letters of Credit for the account of the Mortgagor, all as contemplated therein;

WHEREAS, the Mortgagor may from time to time be party to one or more (i) interest rate agreements, interest rate cap agreements, interest rate collar agreements or other similar agreements or arrangements, (ii) foreign exchange contracts, currency swap agreements or other similar agreements or arrangements designed to protect against fluctuations in currency values and/or (iii) other types of hedging agreements from time to time (each such agreement or arrangement with an Other Creditor (as hereinafter defined), a "Hedging Agreement"), with a Bank or an affiliate of a Bank (each such Bank or affiliate, even if the respective Bank subsequently ceases to be a Bank under the Credit Agreement for any reason, together with such Bank's or affiliate's

*as to Parcel 2, and EXIDE Corporation, as to Parcel 1,

successors and assigns, collectively, the "Other Creditors," and together with Bank Creditors, the "Secured Creditors");

WHEREAS, the Mortgagor is the owner of the fee simple interest and/or a valid leasehold interest in and to the Premises and the Improvements;

WHEREAS, it is a condition precedent to the making of the Loans and the issuance of Letters of Credit that the Mortgagor shall have executed and delivered to the Mortgagee this Mortgage;

WHEREAS, the Mortgagor desires to execute this Mortgage to satisfy the conditions described in the preceding paragraph; and

WHEREAS, this Mortgage is one of a number of deeds of trust, deeds to secure debt and mortgages given pursuant to the Credit Agreement.

NOW, THEREFORE, in consideration of the benefits accruing to the Mortgagor, the receipt and sufficiency of which are hereby acknowledged and to secure the prompt and complete payment and performance when due of all of the Obligations (as hereinafter defined), subject to the provisions of paragraph B of the granting clause below.

A. Notwithstanding anything to the contrary contained elsewhere in this Deed of Trust, to the extent the Trust Estate (as defined above) under this Deed of Trust constitutes Restricted Collateral (as defined in the Credit Agreement), such Restricted Collateral shall secure (A) without limitation, the Other Obligations and the Letter of Credit Obligations (as defined in the Domestic Subsidiaries Guaranty) and (B) the Restricted Collateral Secured Portion of the Loans, together with all interest and other obligations from time to time outstanding and relating to the Restricted Collateral Secured Portion of the Loans, as more fully provided in Section 14.17 of the Credit Agreement.

THE MORTGAGOR HEREBY GIVES, GRANTS, BARGAINS, SELLS, TRANSFERS, CONVEYS AND ASSIGNS TO THE MORTGAGEE all of its right, title and interest, whether now owned, or hereafter acquired, in the hereinafter described property, and, insofar as such property consists of equipment, accounts, accounts receivable, contract rights, general intangibles, inventory, fixtures, proceeds of collateral or any other personal property of a kind or character defined in or subject to the

applicable provisions of the Uniform Commercial Code (as in effect in the appropriate jurisdiction with respect to all such property wherever located), the Mortgagor hereby grants to the Mortgagee a security interest in all of the Mortgagor's right, title and interest therein, namely:

I. All those certain lots, pieces or parcels of land described in Exhibit A annexed hereto and hereby made a part hereof, including all and singular easements, rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining thereto, and the reversion and remainder thereof (herein collectively called the "Land"); and, to the extent that the Land described in Exhibit A is leased pursuant to a Ground Lease, all of Mortgagor's right, title and interest in and to such Ground Lease; and all of the estate, right, title, interest, claim or demand whatsoever of the Mortgagor therein and in and to any land lying in the bed of any street, road or avenue, open or proposed, in front of, or adjoining or adjacent to the Land, to the center line thereof, either in law or in possession or expectancy, now or hereafter acquired (all of the foregoing collectively herein called the "Premises");

II. All right, title and interest of the Mortgagor in and to (i) all buildings and other improvements and additions thereto now erected or hereafter constructed or placed upon the Premises or any part thereof, including but not limited to site improvements and infrastructure improvements (collectively, the "Improvements"); (ii) to the extent permitted by law, the name or names, if any, as may now or hereafter be used for each Improvement and the good will associated therewith; and (iii) all machinery, devices, fixtures, apparatus, interior improvements, appurtenances and equipment of every kind and nature whatsoever owned by the Mortgagor and now or hereafter attached to or placed in or upon the Premises or the Improvements, or any part thereof, and used or procured for use in connection with the operation of the Premises or any business conducted thereon (collectively, the "Equipment");

III. All right, title and interest of the Mortgagor in and to all insurance or other proceeds for damage done to the Improvements or the Equipment and all awards hereafter to be made to or for the account of the Mortgagor for the permanent or temporary taking by eminent domain of the whole or any part of the Premises, the Improvements or the Equipment, or any lesser estate therein, or easement appurtenant thereto (including, without limitation, any awards for change of grade of streets), all of which proceeds and awards are

hereby assigned to the Mortgagee, subject to the further provisions of this Mortgage;

IV. All of the rents, income, receipts, revenues, issues, benefits and profits of the Premises (as hereinafter defined), including all Leases (as hereinafter defined) now or hereafter entered into covering any part of the Premises, all renewals, extensions, subleases or assignments thereof, all other occupancy agreements, by concession, license or otherwise, all guaranties of the obligations of any tenant thereunder and all amendments, extensions, renewals and modifications of the foregoing, including all interest of the Mortgagor as landlord in and to the same, all of which are hereby assigned to the Mortgagee, subject, however, to the right of the Mortgagor to receive and use the same to the extent hereinafter set forth; and

V. All water, water rights, mineral rights, oil, gas, ditches, ditch rights, reservoirs and reservoir rights, if any, appurtenant to, located on or used in connection with the Premises or the Improvements, whether existing now or hereafter acquired (all of the foregoing Premises, Improvements, Equipment, appurtenances, estates, rights, privileges, interests and franchises hereby mortgaged, or intended so to be, being hereinafter collectively referred to as the "Mortgaged Premises").

B. Notwithstanding anything to the contrary contained elsewhere in this Deed of Trust, to the extent the Trust Estate (as defined above) under this Deed of Trust constitutes Restricted Collateral (as defined in the Credit Agreement), such Restricted Collateral shall secure (A) without limitation, the Other Obligations and the Letter of Credit Obligations (as defined in the Domestic Subsidiaries Guaranty) and (B) its guaranty of the Restricted Collateral Secured Portion of the Loans pursuant to the Domestic Subsidiaries Guaranty, together with all interest and other obligations from time to time outstanding and relating to the Restricted Collateral Secured Portion of the Loans, as more fully provided in Section 14.17 of the Credit Agreement.

TO HAVE AND TO HOLD the Mortgaged Premises now or hereafter owned by the Mortgagor, unto the Mortgagee and the Mortgagee's successors, substitutes and assigns, forever for the uses set forth herein.

ARTICLE I

CERTAIN DEFINITIONS

In addition to other definitions contained herein, the following terms shall have the meanings set forth below, unless the context of this Mortgage otherwise requires. Additionally, any capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

1.1 "Due and payable" when used with reference to the principal, premium, interest or any and all other sums secured by this Mortgage shall mean due and payable, whether at the monthly or other date of payment or at the date of maturity specified in the other Credit Documents to which the Mortgagor is a party; this Mortgage or any Hedging Agreement after giving effect in all cases to applicable grace periods; or by acceleration or call for payment as provided in such other Credit Documents, this Mortgage or any Hedging Agreement; or, in the case of Impositions, the last day upon which any charge may be paid without penalty and/or interest.

1.2 "Events of Default" shall mean the events and circumstances described as such in Section 6.1 hereof.

1.3 "Governmental Authorities" shall mean all federal, state, county, municipal and local governments and all departments, commissions, boards, bureaus and offices thereof, having or claiming jurisdiction over the Mortgaged Premises or any part thereof.

1.4 "Ground Lease" shall mean any lease described as such in Exhibit A annexed hereto.

1.5 "Impositions" shall mean all duties, taxes, water and sewer rents, rates and charges, assessments (including, but not limited to, all assessments for public improvements or benefits), charges for public utilities, excises, levies, license and permit fees and other charges, ordinary or extraordinary, whether foreseen or unforeseen, of any kind and nature whatsoever, which prior to or during the term of this Mortgage will have been or may be laid, levied, assessed or imposed upon or become due and payable out of or in respect of, or become a lien on the Premises, the Improvements, the Equipment or any other property or rights included in the Mortgaged Premises, or any part thereof or appurtenances thereto, or which are levied or assessed against the rent and income received by the Mortgagor there-

from, by virtue of any present or future law, order or ordinance of any Governmental Authority, but shall expressly not include income or franchise taxes or similar taxes based upon or measured by income, assessed by any Governmental Authority and imposed on the Mortgagee or its successors or assigns by reason of the ownership of this Mortgage or the Obligations or the receipt of interest.

1.6 "Involuntary Rate" shall mean the rate of interest per annum payable pursuant to Section 1.08(c) of the Credit Agreement.

1.7 "Legal Requirements" shall mean all present and future laws, ordinances, rules, regulations and requirements of all Governmental Authorities, and all orders, rules and regulations of any national or local board of fire underwriters or other body exercising similar functions, foreseen or unforeseen, ordinary or extraordinary, which are applicable to the Mortgaged Premises or any part thereof, or to the sidewalks, alleyways, passageways, curbs and vaults adjoining the same, or to the use or manner of use of any of the foregoing, or to the owners, tenants, or occupants thereof, whether or not any such law, ordinance, rule, regulation or requirement shall necessitate structural changes or improvements or shall interfere with the use or enjoyment of any of the foregoing, and shall also mean and include all requirements of the policies of public liability, fire and all other insurance at any time in force with respect to the Mortgaged Premises.

1.8 "Mortgage" shall mean this instrument as originally executed or, if hereafter amended, modified or supplemented, as so amended, modified or supplemented.

1.9 "Mortgagee" shall mean at any given time the mortgagee herein named or the then holder or holders of this Mortgage.

1.10 "Mortgagor" shall mean at any given time the Mortgagor herein named and any subsequent owner or owners of the Mortgaged Premises, and its or their respective heirs, executors, administrators, successors and assigns.

1.11 "Obligations" shall mean the Mortgagor's obligations under the Domestic Subsidiaries Guaranty.

1.12 "State" shall mean the State of Iowa.

ARTICLE II

PARTICULAR COVENANTS OF THE MORTGAGOR

The Mortgagor represents, warrants, covenants and agrees as follows:

2.1 Payment of Obligations. The Mortgagor shall pay and perform all of the Obligations as and when due and payable and without offset or counterclaim, and shall observe and comply (including, where applicable, after notice and the expiration of any grace period) in all respects with all of the material, terms, provisions, conditions, covenants and agreements to be observed and performed by it under this Mortgage, any other Credit Document to which it is a party and each Hedging Agreement.

2.2 Warranty of Title. The Mortgagor warrants that (a) (i) it is the lawful owner of and has good and marketable fee simple title and/or a valid leasehold interest in and to the Land and the Improvements and (ii) it is the lawful owner of and has good and merchantable title to all of the Equipment, except that Equipment which is leased by the Mortgagor, in which instance it is the lawful owner of a valid leasehold interest in such Equipment, in each instance subject only to Permitted Encumbrances and Permitted Liens; (b) the Mortgaged Premises are now free and clear of all liens and encumbrances other than Permitted Encumbrances; (c) this Mortgage is and will remain a valid and enforceable first lien on the Mortgaged Premises, subject only to Permitted Encumbrances and Permitted Liens; (d) the Mortgagor has all necessary right, power and lawful authority to mortgage and convey the Mortgaged Premises in the manner and form herein provided; (e) there are no defenses or offsets to this Mortgage or to the Obligations which it secures; and (f) the Mortgagor does and will forever warrant and defend unto the Mortgagee the title to the Mortgaged Premises and the validity and priority of the lien hereof thereon against all claims and demands whatsoever other than Permitted Encumbrances and Permitted Liens.

2.3 Due Authorization and Binding Effect. The execution and delivery by the Mortgagor of this Mortgage and the other Credit Documents to which it is a party and its performance hereunder and thereunder have been duly authorized by all necessary legal action and will not (a) require any consent or approval of any other party which has not already been obtained; (b) violate any applicable provision of any law, rule, regulation, order, writ, judgment, injunc-

tion, decree, determination or award presently in effect having applicability to the Mortgagor; or (c) result in a breach of or constitute a default under any loan or credit agreement or any other material agreement, lease or instrument to which the Mortgagor is a party or by which it or its properties (including, without limitation, the Mortgaged Premises) may be bound or affected. This Mortgage constitutes the legal, valid and binding obligation of the Mortgagor, enforceable against the Mortgagor in accordance with its terms, except as the enforceability hereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether the issue of enforceability is considered in a proceeding in equity or at law).

2.4 To Pay Impositions.

2.4.1 Except as otherwise permitted by the Credit Agreement or Section 2.4.4 hereof, the Mortgagor will pay or cause to be paid, as and when due and payable, all Impositions levied upon the Mortgaged Premises or any part thereof. Notwithstanding the foregoing, if any Imposition may at the option of the payer be paid in installments (whether or not interest shall accrue on the unpaid balance thereof), the Mortgagor shall have the right, provided that no Event of Default shall have occurred and be continuing, to exercise such option and to cause to be paid or to pay the same (and any accrued interest on the unpaid balance of such Imposition) in installments prior to the imposition of any fine, penalty or cost. The Mortgagor will not claim any deduction nor shall any deduction be made from the indebtedness secured hereby by reason of the payment of taxes assessed against the Mortgaged Premises.

2.4.2 After the occurrence and during the continuance of an Event of Default, upon demand of the Mortgagee, the Mortgagor shall deposit with the Mortgagee a sum which bears the same relation to the insurance premiums for all insurance required by the terms hereof in respect of the Mortgaged Premises and real estate taxes and assessments assessed against the Mortgaged Premises for the insurance period or tax year then in effect, as the case may be, as the number of months elapsed as of the date of such demand since the last preceding installment of said premiums or taxes or assessments shall have become due and payable bears to 12. For the purpose of this computation, the month in which such last preceding installment of premiums or real estate taxes or assessments became due and payable and the month in which

such demand is given shall be included and deemed to have elapsed. On the first day of the month next succeeding the month in which such demand is given, and thereafter, at Mortgagee's Option on the first day of each and every month during the continuance of an Event of Default, the Mortgagor shall deposit with the Mortgagee a sum equal to one-twelfth of such insurance premiums and such taxes and assessments for the then-current insurance period and tax year, so that as each installment of such premiums and taxes and assessments shall become due and payable during the continuance of an Event of Default, the Mortgagor shall have deposited with the Mortgagee a sum sufficient to pay the same. All such deposits shall be received and held by the Mortgagee, and shall be applied to the payment of each installment of such premiums and taxes and assessments as the same shall become due and payable. The Mortgagee shall promptly furnish evidence of the making of each such payment to the Mortgagor. If the amount of such premiums and taxes and assessments has not been definitely ascertained at the time when any such monthly deposits are herein required to be made, the Mortgagor shall make such deposits based upon the amount of such premiums and taxes and assessments for the preceding year, subject to adjustment as and when the amount of such premiums and taxes and assessments are ascertained. If at any time during the continuance of an Event of Default when any installment of such premiums and such taxes and assessments becomes due and payable the Mortgagor shall not have deposited a sum sufficient to pay the same, the Mortgagor shall, within five (5) days after demand, deposit any deficiency with the Mortgagee and if the Mortgagor shall have deposited a sum more than sufficient to pay such installment, such excess shall be applied toward the deposits next required to be made hereunder. Upon the first to occur of (i) the cure of all Events of Default hereunder and (ii) payment in full of the indebtedness secured by this Mortgage, any amount on deposit with the Mortgagee shall be promptly repaid to the Mortgagor. The Mortgagor shall deliver to the Mortgagee all insurance and tax bills promptly upon receipt during any period when such monthly deposits are made with the depository.

2.4.3 The Mortgagor will pay the whole of any tax imposed directly or indirectly on this Mortgage, the Obligations, the other Credit Documents to which it is a party or the Hedging Agreements in lieu of a tax on the Mortgaged Premises or any part thereof, whether by reason of (a) the passage after the date of this Mortgage of any law of the State deducting from the value of real property for the purposes of taxation any lien thereon; (b) any change in the

laws for the taxation of mortgages, deeds of trust or debts secured by mortgages for state or local purposes; or (c) a change in the means of collection of any such tax or otherwise. Within a reasonable time after payment of any Imposition, tax or governmental charge, the Mortgagor will deliver to the Mortgagee satisfactory proof of payment thereof, subject, however, to the right of the Mortgagor to contest Impositions as set forth in Section 2.4.4 below. If the Mortgagor shall fail to pay such tax or charge within ten (10) Business Days after notice that same is past due, unless the Mortgagor is prohibited from making such payment by applicable law, the Mortgagee shall have the right to declare the entire unpaid indebtedness secured hereby and all accrued and unpaid interest thereon due and payable on a date specified which is not less than ten (10) days after notice to such effect is delivered by the Mortgagee to the Mortgagor and to treat same as an Event of Default under Section 6.2 hereof.

2.4.4 The Mortgagor shall have the right to contest the amount or validity, in whole or in part, of any Imposition, or to seek a reduction in the valuation of the Mortgaged Premises or any part thereof, as assessed for real estate or personal property tax purposes by appropriate proceedings diligently conducted in good faith, and upon request by the Mortgagor, the Mortgagee shall postpone or defer payment of such Imposition if:

(a) neither the Mortgaged Premises, the Equipment, nor any part thereof would by reason of such postponement or deferment be in imminent danger of being forfeited or lost;

(b) the Mortgagee shall not be in danger of being subjected to civil or criminal liability or penalty by reason of such postponement or deferment;

(c) Mortgagor has maintained reserves with respect to the tax Impositions being contested as required in accordance with GAAP; and

(d) such postponement shall not affect Mortgagor's obligation to make required deposits pursuant to subsection 2.4.2 or Mortgagee's right to require the same in accordance with Subsection 2.4.2.

2.4.5 The certificate or bill of the appropriate official designated by law to make or issue the same or to receive payment of any Imposition indicating the nonpayment

of such Imposition shall be prima facie evidence for the purposes hereof that such Imposition is due and payable but unpaid at the time of the making or issuance thereof.

2.5 To Insure.

2.5.1 The Mortgagor shall at its own expense at all times maintain or cause to be maintained on all of the Premises, Improvements and Equipment policies of property, hazard and liability insurance which provide at least the coverage required by Section 9.03 of the Credit Agreement, together with statutory workers' compensation insurance with respect to any work to be performed on or about the Mortgaged Premises; and such other insurance against loss or damage with respect to the Mortgaged Premises and the Equipment incorporated therein of the kinds from time to time as is consistent and in accordance with industry practice for companies similarly situated in the State and in such amounts as Mortgagee may reasonably require.

2.5.2 All insurance required in subsection 2.5.1 above shall be evidenced by valid and enforceable policies of insurance in form and substance and issued by and distributed among insurers reasonably acceptable to Mortgagee and otherwise meet the requirements of the Credit Agreement. Such insurers shall be authorized to do business in the State and in all other respects shall be reasonably satisfactory to the Mortgagee. The originals of all such policies, or duplicate copies or certificates thereof, shall be delivered to the Mortgagee concurrently with the execution and delivery hereof. The Mortgagor shall also deliver to Mortgagee, concurrently with the execution and delivery hereof, a letter from Mortgagor's insurance broker outlining the terms of all insurance policies relating to the Mortgaged Premises or, in lieu thereof, a certificate of insurance describing such coverages. Thereafter, all renewal or replacement policies, or duplicate copies or certificates thereof, shall, upon request, be so delivered to the Mortgagee not less ten (10) Business Days prior to the expiration date of the policy or policies to be renewed or replaced, in each case accompanied by evidence reasonably satisfactory to the Mortgagee that all premiums currently payable with respect to such policies have been paid in full by or at the direction of the Mortgagor.

2.5.3 All such insurance policies shall (a) except for any liability policy required hereunder, contain a standard noncontributory form of mortgagee clause (in favor of and entitling the Mortgagee to collect all proceeds payable under such insurance) as well as a standard waiver of

subrogation endorsement, all to be in form and substance satisfactory to the Mortgagee; (b) provide that such policies may not be cancelled or amended without at least thirty (30) days' prior written notice to the Mortgagee; and (c) provide that no act, omission or negligence of the Mortgagor, or its agents, servants or employees, or of any tenant under any lease which might otherwise result in a forfeiture of such insurance or any part thereof shall in any way affect the validity or enforceability of such insurance insofar as the Mortgagee is concerned; (d) not be subject to a deductible in excess of $100,000; and (e) name Mortgagee as an additional insured on the liability policy. Notwithstanding anything to the contrary in any such insurance policies or endorsements thereto, the conditions and circumstances under which the proceeds of any such insurance are payable to the Mortgagee shall be governed by the Credit Agreement. The Mortgagor shall not carry separate insurance, concurrent in form or kind or contributory in the event of loss with any insurance required under this Section 2.5. The Mortgagor may, however, provide any of the insurance coverage required hereunder through blanket policies carried by the Mortgagor and covering more than one (1) location and if such coverage is provided under such a blanket policy, the Mortgagor shall furnish the Mortgagee with a certificate of insurance on the date hereof and within one (1) month thereafter a certified copy of such policy setting forth the coverage as to the Mortgaged Premises, the limits of liability as to the Mortgaged Premises, the name of the carrier, the policy number and the expiration date.

2.5.4 If the Mortgagee shall by any manner acquire the title or estate of the Mortgagor in or to any portion of the Mortgaged Premises, it shall thereupon become the sole and absolute owner of all insurance policies affecting and to the extent applicable to such portion held by or required hereunder to be delivered to the Mortgagee, with the sole right to collect and retain all unearned premiums thereon. The Mortgagor agrees, immediately upon demand, to execute and deliver such assignments or other authorizations or instruments as may be necessary or desirable to effectuate the foregoing.

2.5.5 If any of the Improvements or Equipment shall be damaged or destroyed, in whole or in part, by fire or other casualty, the Mortgagor shall give prompt notice thereof to the Mortgagee, and all insurance proceeds received thereupon shall be applied as provided in the Credit Agreement.

2.6 To Comply with Laws.

2.6.1 The Mortgagor, at its own expense, will, except as otherwise permitted in Section 9.05 of the Credit Agreement, promptly cure all violations of law affecting the Mortgaged Premises and the use and operation thereof and will comply, or cause to be complied with, in material respects all present and future Legal Requirements. Notwithstanding the foregoing, the Mortgagor shall have the right, after prior notice to the Mortgagee, to contest by appropriate legal proceedings, diligently conducted in good faith, the validity or application of any Legal Requirement.

2.6.2 Notwithstanding the provisions of subsection 2.6.1, if any delay in compliance with any Legal Requirement shall, in the reasonable judgment of the Mortgagee, place all or any part of the Mortgaged Premises in imminent danger of being forfeited or lost, the Mortgagor shall, upon notice from the Mortgagee, promptly comply with such Legal Requirement.

2.6.3 Except as otherwise permitted under Section 9.05 of the Credit Agreement, the Mortgagor will use and permit the use of the Mortgaged Premises only in accordance with any applicable licenses and permits issued by Governmental Authorities.

2.6.4 Except as otherwise permitted under Section 9.05 of the Credit Agreement, the Mortgagor will procure, pay for and maintain all permits, licenses and other authorizations required to be procured and/or maintained by the owners and/or operators of the Mortgaged Premises for any use of the Mortgaged Premises, or any part thereof, then being made and for the lawful and proper operation and maintenance thereof.

2.7 Limitation on Disposition of the Mortgaged Premises. Except as otherwise permitted in the Credit Agreement, the Mortgagor shall not, during the term hereof, sell, assign, mortgage, pledge or hypothecate or otherwise transfer or dispose of the Mortgaged Premises or any part thereof or any interest therein, or any of the rents, profits and income to be generated thereby without the Mortgagee's prior written consent.

2.8 After-Acquired Property. All right, title and interest of the Mortgagor in and to all improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Premises here-

after acquired, constructed, assembled or placed by the Mortgagor on the Premises, and all conversions of the security constituted thereby, immediately upon such acquisition, construction, assembly, placement or conversion, as the case may be, and in each such case without any further mortgage, conveyance or assignment or other act of the Mortgagor, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by the Mortgagor and specifically described in the granting clause hereof, but at any time and all times the Mortgagor, on demand, will execute, acknowledge and deliver to the Mortgagee any and all such further assurance, deeds, conveyances or assignments thereof as the Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.

2.9 Further Assurances. The Mortgagor shall, at its sole cost and without expense to the Mortgagee on demand, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as the Mortgagee shall from time to time reasonably require for better assuring, conveying, assigning, transferring, confirming and perfecting unto the Mortgagee the property and rights hereby mortgaged or assigned or intended now or hereafter so to be, or which the Mortgagor may be or may hereafter become bound to convey, mortgage or assign to the Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage. In addition, the Mortgagor shall make, execute and deliver or cause to be made, executed and delivered to the Mortgagee and, where appropriate, shall cause to be recorded or filed and from time to time thereafter re-recorded or refiled at such time and in such offices and places as shall be deemed reasonably necessary by the Mortgagee, all acts and instruments set forth in this section, together with all security agreements and financing statements as the Mortgagee may consider reasonably necessary or desirable in order to effectuate, complete, create, or perfect, or to continue and preserve unto the Mortgagee the property and rights hereby mortgaged or assigned or intended now or hereafter so to be. Upon any failure by the Mortgagor to do so, the Mortgagee may make, execute, record, file, re-record or refile any and all such instruments and take such acts, for and in the name of the Mortgagor, and the Mortgagor hereby irrevocably appoints the Mortgagee the agent and the attorney-in-fact of the Mortgagor to do so. This power of attorney is coupled with an interest and is irrevocable.

2.10 Recorded Instruments. The Mortgagor will promptly perform and observe, or cause to be performed and observed, all of the terms, covenants and conditions of all instruments of record affecting the Mortgaged Premises other than those the non-performance or observance of which would not have a Material Adverse Effect or a material adverse effect on the Mortgagor's use and occupancy of the Mortgaged Premises. The Mortgagor shall do or cause to be done all things required to preserve intact and unimpaired and to renew any and all rights-of-way, easements, grants, appurtenances, privileges, licenses, franchises and other interests and rights in favor of or constituting any material portion of the Mortgaged Premises necessary for the continued operation of the Mortgaged Premises. The Mortgagor will not, without the prior written consent of the Mortgagee, initiate, join in or consent to any private restrictive covenant or other public or private restriction as to the use of the Mortgaged Premises, except for such covenants or restrictions entered into in the ordinary course of business which do not have a material adverse effect on the Mortgagor's use and occupancy of the Mortgaged Premises or where such covenants or restrictions are necessary for the continued operation of the Mortgaged Premises. The Mortgagor shall, however, comply with all lawful restrictive covenants and zoning ordinances and shall remain in compliance with other public or private restrictions affecting the Mortgaged Premises, except for such non-compliance as would not have a Material Adverse Effect or a material adverse effect on Mortgagor's use and occupancy of the Mortgaged Premises.

2.11 Agricultural Land. The Mortgaged Premises does not consist of any "agricultural land" as such term is defined in Iowa Code §9H.1(2).

2.12 Environmental Protection Matters. The Mortgagor shall comply with the provisions of the Credit Agreement relating to environmental matters, including, but not limited to, Section 8.19 of the Credit Agreement, which provisions are incorporated herein by reference.

ARTICLE III

CONDEMNATION

3.1 Notice of Taking. The Mortgagor shall promptly notify the Mortgagee of notice to it of the institution of any proceedings or negotiations for the taking of the Mortgaged Premises, or any part thereof, whether for

permanent or temporary use and occupancy in condemnation or by the exercise of the power of eminent domain or by agreement of interested parties in lieu of such condemnation (all the foregoing herein called a "taking"); shall keep the Mortgagee currently advised, in detail, as to the status of such proceedings or negotiations and will promptly give to the Mortgagee copies of all notices, pleadings, judgments, determinations and other papers received or delivered by the Mortgagor therein. The Mortgagee shall have the right to appear and participate therein and may be represented by counsel at its expense. The Mortgagor will not, without the Mortgagee's consent, enter into any agreement for the taking of the Mortgaged Premises, or any part thereof, with anyone authorized to acquire the same by eminent domain or in condemnation.

3.2 Condemnation Award. If the Mortgaged Premises, or any portion thereof, shall be taken as a result of any condemnation proceeding, all awards made in respect thereof shall be applied as provided in the Credit Agreement.

ARTICLE IV

LEASES; ASSIGNMENT AS FURTHER SECURITY, ETC.

4.1 Assignment of Leases, Rents, Issues and Profits. As further security for payments of the indebtedness and performance of the Obligations secured hereby, the Mortgagor hereby transfers, assigns and sets over unto the Mortgagee all leases, if any, now or hereafter entered into by Mortgagor with respect to all or any part of the Mortgaged Premises, and all renewals, extensions, subleases or assignments thereof, and all other occupancy agreements (written or oral), by concession, license or otherwise (individually, a "Lease" and collectively, the "Leases"), together with all of the rents, income, receipts, revenues, issues and profits arising therefrom, such assignment of rents, income, receipts, revenues, issues and profits to be absolute and not only collateral.

4.2 Entry Upon Default.

4.2.1 So long as no Event of Default shall have occurred and be continuing, the Mortgagor shall have the license to collect (but not more than one month in advance (except for any security deposit)) all of the rents, gross receipts and other payments, if any, from the Leases and from

the Mortgaged Premises generally and to use and enjoy the same in the manner provided herein.

4.2.2 If an Event of Default shall have occurred and be continuing, in addition to its rights and remedies set forth in subsection 6.2.2 hereof, the Mortgagee may, as attorney-in-fact of the Mortgagor, make, enforce, or modify any of the Leases; obtain tenants for and evict tenants from the Mortgaged Premises; demand, fix and modify the rents, gross receipts and other charges and profits from the Mortgaged Premises; institute all legal proceedings (including summary proceedings) for collection of all rents and other charges; obtain possession of the Mortgaged Premises or any part thereof, or enforce any other rights theretofore exercisable by the Mortgagor under any of the Leases do any and all other acts which the Mortgagee, in its sole and absolute discretion, deems proper to protect the security hereof; and, with or without taking possession of the Mortgaged Premises, in the Mortgagor's own name, sue for or otherwise collect and receive all rents, gross receipts and other charges, including those past due and unpaid, and apply the same, less the reasonable costs and expenses of operation and collection, including reasonable attorneys' fees, to the indebtedness secured hereby, whether then matured or not, until the same shall have been paid in full; provided, however, that any balance remaining after the indebtedness secured hereby shall have been paid in full shall be turned over to the Mortgagor or such other person as may lawfully be entitled thereto. Neither the entry upon and taking possession of the Mortgaged Premises, nor the collection and application of the rents, gross receipts or other charges thereof as aforesaid, nor any other action taken by the Mortgagee in connection therewith, shall cure or waive any default hereunder or waive or modify any notice thereof or notice of acceleration of the Obligations theretofore given by the Mortgagee.

4.2.3 If an Event of Default shall have occurred and be continuing, notice in writing by the Mortgagee to the tenants under the Leases advising them that the Mortgagor has defaulted hereunder and requesting that all future payments of rent, additional rent or other charges under the leases be made to the Mortgagee (or its agent) shall be construed as conclusive authority to such tenants that such payments are to be made to the Mortgagee (or its agent). Such tenants shall be fully protected in making such payments to the Mortgagee (or its agent); and the Mortgagor hereby irrevocably constitutes and appoints the Mortgagee the attorney-in-fact and agent of the Mortgagor, coupled with an

interest, for the purpose of endorsing the consent of the Mortgagor on any such notice and for taking any actions provided in subsection 4.2.2 hereof.

4.3 The Mortgagor's Covenants Regarding Leases.

4.3.1 In the event of enforcement by the Mortgagee of the remedies provided for by law or by this Mortgage, each tenant shall, at the option of the Mortgagee, attorn to any Person succeeding to the interest of the Mortgagor as a result of such enforcement and shall recognize such successor in interest as landlord (or sub-landlord, as the case may be) under such Lease without change in the terms or other provision thereof (or with respect to Leases in effect as of the date hereof the Mortgagor shall use best efforts to cause the tenants thereunder to so attorn and recognize such successor); provided, however, that such successor shall not be bound by any payment of rent or additional rent for more than one month in advance (other than any security deposit received by the Mortgagor, possession of which was actually transferred to such successor) or any amendment or modification of any such Lease made without the Mortgagee's consent or that of such successor in interest. Each such tenant shall, upon request of such successor in interest, execute and deliver instrument(s) confirming such attornment.

4.3.2 The Mortgagee, at its option, is authorized to foreclose or cause the foreclosure of this Mortgage in accordance with the provisions of Article VI hereof, such foreclosure to be subject to the rights of any tenants, and the failure to make any such tenants parties defendant in any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted by the Mortgagor to be, a defense to any proceedings instituted by the Mortgagee to collect the sums secured hereby or to collect any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Premises.

ARTICLE V

SECURITY AGREEMENT UNDER THE UNIFORM COMMERCIAL CODE

5.1 Security Agreement. It is the intent of the parties hereto that this Mortgage shall constitute a Security Agreement within the meaning of the Uniform Commercial Code of the State (the "Code") and the Mortgagor hereby transfers, assigns, delivers and grants unto the Mortgagee a security interest in, to and with respect to (a) the leases and rents

assigned by the Mortgagor to the Mortgagee hereunder; (b) so much of the Equipment as is considered or as shall be determined to be personal property or "fixtures" (as defined in the Code), together with all replacements thereof, substitutions therefor or additions thereto; (c) all casualty insurance policies required to be maintained by Mortgagor hereunder, together with all general intangibles, contract rights and accounts arising therefrom; (d) all Proceeds in any Condemnation, together with all general intangibles, contract rights and accounts arising therefrom; (e) all cash and non-cash proceeds of the above-mentioned items; and (f) so much of the remainder of the Mortgaged Premises as is considered or shall be determined to be personal property other than records, documents and other items owned by customers of the Mortgagor and stored on the Mortgaged Premises (said property described in clauses (a) through (f) above being sometimes hereinafter referred to as the "Collateral"), and the Mortgagor further agrees that a security interest shall attach thereto for the benefit of the Mortgagee to secure the Obligations. Such security interest shall extend to all collateral of the kind which is the subject of this Article V which the Mortgagor may acquire at any time during the continuation of this Mortgage. Upon the occurrence of an Event of Default and if such event shall be continuing, the Mortgagee may elect to treat the fixtures constituting a part of the Mortgaged Premises as either real property collateral or Collateral and then proceed to exercise such rights as apply to such type of collateral. The Mortgagor hereby authorizes the Mortgagee to file financing and continuation statements with respect to the Collateral without the signature of the Mortgagor, if same is lawful, otherwise the Mortgagor agrees to execute such financing and continuation statements as the Mortgagee may request. If there shall exist an Event of Default under this Mortgage, the Mortgagee, pursuant to the appropriate provisions of the Code and to the extent permitted by applicable law, the Mortgagee shall have all remedies available to it under the Code and shall have the option of proceeding as to both real and personal property in accordance with its rights and remedies in respect of the real property, in which event the default provisions of the Code shall not apply. Upon the occurrence of any Event of Default and if such Event of Default shall be continuing, the Mortgagee will have all rights and remedies granted by law, and particularly by the Uniform Commercial Code, including, without limitation, the right to take possession of all personal property constituting a part of the Mortgaged Premises, and for this purpose the Mortgagee may enter upon any premises on which any or all of such personal property is

situated and take possession of and operate such personal property (or any portion thereof) or remove it therefrom. The Mortgagee may require the Mortgagor to assemble such personal property and make it available to the Mortgagee at a place to be designated by the Mortgagee which is reasonably convenient to all parties. Unless such personal property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Mortgagee will give the Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of such Collateral is to be made. This requirement of sending reasonable notice will be met if the notice is given to the Mortgagor as herein provided at least ten (10) days before the time of the sale or disposition. The expenses of retaking, holding, preparing for sale, selling and the like incurred by the Mortgagee shall be assessed against the Mortgagor and shall include, but not be limited to the reasonable legal expenses incurred by the Mortgagee. All replacements, renewals, substitutions and additions to the Collateral shall be and become immediately subject to the security interest of this Mortgage and the provisions of this Article V. The Mortgagor warrants and represents that the Collateral now is free and clear of all liens and encumbrances or security interests, other than Permitted Encumbrances and Permitted Liens, and that all replacements of the Collateral, substitutions therefor or additions thereto, unless the Mortgagee otherwise consents, will be, free and clear of liens, encumbrances or security interests of others created after the date hereof, except for Permitted Encumbrances and Permitted Liens.

5.2 Assignment of Non-Code Collateral. To the extent that any of the Collateral is not subject to the Code, the Mortgagor hereby collaterally assigns to the Mortgagee all of the Mortgagor's right, title, and interest in and to the Collateral to secure the indebtedness secured hereby, together with the right of set-off with regard to such Collateral (or any part thereof). Release of the lien of this Mortgage shall automatically terminate this assignment.

5.3 Survival of Security Agreement. Notwithstanding any release of any or all of the property included in the Mortgaged Premises which is deemed "real property", or any proceedings to foreclose this Mortgage or its satisfaction of record, the terms hereof shall survive as a security agreement with respect to the security interest created hereby and referred to above until the repayment or satisfaction in full of the Obligations.

5.4 Conflict with the Borrower Security Agreement. Notwithstanding anything to the contrary contained herein, if any provision of this Mortgage relating to the Collateral conflicts with the provisions of the Security Agreement, the terms of the Security Agreement shall control.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

6.1 "Events of Default" Defined. Subject to the provisions of Section 6.2 below, all of the Obligations shall become due, at the option of the Mortgagee, upon the happening of any of the following events (hereinabove and hereinafter referred to as "Events of Default" and in the singular as an "Event of Default"):

6.1.1 If the Mortgagor shall (i) fail to perform or observe, or cause to be performed or observed, any term, obligation, covenant, condition or agreement contained in Section 2.1, or 2.7 hereof, subject to any grace period that may be applicable hereunder or under the Credit Agreement, or (ii) fail to perform or observe, or cause to be performed or observed, any other term, obligation, covenant, condition or agreement contained herein, and such failure shall continue unremedied for a period of thirty (30) days after written notice to the Mortgagor by the Mortgagee or any other Secured Creditor; or

6.1.2 If an Event of Default (as such term is defined in the Credit Agreement) which is not an Event of Default under Section 6.1.1 hereof shall have occurred under any of the other Credit Documents; or

6.1.3 If any payment default shall occur on any of the Obligations after the expiration of any applicable grace period.

6.2 Remedies. During the continuance of any Event of Default, the Mortgagee, at its option, may:

6.2.1 By notice to the Mortgagor, but without formal demand, presentment, notice of intention to accelerate or of acceleration, protest or notice of protest, all of which are hereby waived by the Mortgagor, declare all of the indebtedness secured hereby to be immediately due and payable, and upon such declaration all of such indebtedness shall become and be immediately due and payable, anything in

this Mortgage or the other Credit Documents to the contrary notwithstanding;

6.2.2 After such proceedings as may be required by any applicable law or ordinance, either in person, or by its agents or attorneys, or by a court-appointed receiver, enter into and upon all or any part of the Mortgaged Premises and each and every part thereof and exclude the Mortgagor, its agents and servants wholly therefrom; and having and holding the same, use, operate, manage and control the Mortgaged Premises and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or the receiver; and upon every such entry, at the expense of the Mortgagor, from time to time, either by purchase, repairs or construction, maintain and restore the Mortgaged Premises and, likewise make all necessary or proper repairs, renewals and replacements and such alterations, betterments, additions and improvements thereto and thereon as to it may seem advisable; and in every such case the Mortgagee shall have the right to manage and operate the Mortgaged Premises and to carry on the business thereof and exercise all rights and powers of the Mortgagor as its attorney-in-fact, or otherwise, as it shall deem best; and the Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Mortgaged Premises; and, after deducting the expenses of conducting the business thereof and all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other proper charges upon the Mortgaged Premises or any part thereof, as well as just and reasonable compensation for the services of the Mortgagee and for all attorneys, counsel, agents, clerks, servants and other employees engaged or employed by it, the Mortgagee shall apply the monies arising as aforesaid, first to the payment of the indebtedness secured hereby, whether or not then matured, in accordance with the provisions of the Security Agreement; then to the payment of any other sums required to be paid by the Mortgagor under this Mortgage; and the balance, if any, shall thereafter be turned over to the Mortgagor or such other person as may be lawfully entitled thereto;

6.2.3 With or without entry, personally or by its agents or attorneys insofar as applicable:

(a) proceed at law or in equity to foreclose fully or partially this Mortgage, any statute or rule of law at any time existing to the contrary notwithstanding.

The Mortgagee may sell the Mortgaged Premises either as a whole or in separate parcels, as Mortgagee may determine and shall have the right to direct the order in which separate parcels shall be sold to the extent permitted by the law of the State. The Mortgagee may postpone sale of all or any portion of the Mortgaged Premises by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement in accordance with the laws of the State. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. The Mortgagee may purchase the Mortgaged Premises or any part thereof at such sale in accordance with the laws of the State and the provisions hereof (including, without limitation, any power of sale or foreclosure procedure contained herein or allowed by the Code), for the entire indebtedness secured hereby or for any portion of such indebtedness or any other sums secured hereby which are then due and payable, subject to the continuing lien of this Mortgage for the balance of the indebtedness not then due;

(b) take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Obligations or in the other Credit Documents or in this Mortgage, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as the Mortgagee shall elect;

6.2.4 Proceed with foreclosure in satisfaction of any part of the Obligations without declaring the whole of the Obligations as immediately matured, and such foreclosure may be made subject to the unmatured part of the Obligations, and it is agreed that such foreclosure, if so made, shall not in any manner affect the unmatured part of the Obligations, but as to such unmatured part this Mortgage, as well as the other related loan documents, shall remain in full force and effect just as though no foreclosure had been made. Several foreclosures may be made without exhausting the right of foreclosures of any unmatured part of the Obligations, it being the purpose to provide for a foreclosure of the security for any matured portion of the Obligations without exhausting the power of foreclosure respecting Mortgaged Premises for any other part of the Obligations; or

6.2.5 Upon five (5) days' notice after the expiration of any applicable notice period as provided in Section 6.1.1 hereof to the Mortgagor (or without notice in case of emergency) the Mortgagee (or any receiver of the Mortgaged Premises) shall have the right, but not the obligation, to make any payment, or to perform any other act or take any appropriate action, including, without limitation, entry on the Mortgaged Premises and performance of work thereat, as it, in its sole discretion, may deem necessary to cause such other term, covenant, condition or obligation to be promptly performed or observed on behalf of the Mortgagor or to protect the security of this Mortgage. All monies expended by the Mortgagee in exercising its rights under this Section 6.2.5 (including, but not limited to, reasonable legal expenses and disbursements), together with interest thereon at the Involuntary Rate from the date of each such expenditure, shall be paid by the Mortgagor to the Mortgagee forthwith upon demand by the Mortgagee and shall be secured by this Mortgage.

6.3 Sale; No Marshalling of Assets; Appointment of Receiver.

6.3.1 In case of a foreclosure, all of the Mortgaged Premises may be sold in one parcel notwithstanding that the proceeds of such sale exceed or may exceed the total amount of the Obligations. Moreover, the Mortgagee shall not be required to proceed hereunder before proceeding against any other security, shall not be required to proceed against other security before proceeding hereunder, and shall not be precluded from proceeding against any or all of any security in any order or at the same time. The sale of a part of the Mortgaged Premises shall not exhaust the power of sale, but sale may be made from time to time until the indebtedness secured hereby is paid and performed in full.

6.3.2 The Mortgagee, in any action to foreclose this Mortgage, shall to the extent permitted by the laws of the State, be entitled, without notice, without regard to the adequacy of any security for the debt and without regard to the solvency of any person, partnership or entity liable for the payment thereof, to the appointment of a receiver for the Mortgaged Premises and of the rents and profits thereof, of the Mortgaged Premises and the Mortgagor hereby expressly consents to any such appointment.

6.3.3 The Mortgagor agrees, to the full extent that it may lawfully do so, that in any foreclosure or other action brought by the Mortgagee hereunder, it will not at any

time insist upon or plead or in any way take advantage of any appraisement, valuation, stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent, hinder or delay the enforcement of the provisions of this Mortgage or any rights or remedies the Mortgagee may have hereunder or by law and the Mortgagor hereby expressly waives all rights of the Mortgagor with respect thereto.

6.3.4 If an Event of Default shall occur and be continuing hereunder and the Mortgagee shall elect to accelerate the indebtedness secured hereby, the Mortgagor, within fifteen (15) days after demand will pay over to the Mortgagee, or any receiver appointed in connection with the foreclosure of this Mortgage, any and all amounts then held as security deposits under all Leases.

6.3.5 Upon the happening of any Event of Default hereunder and during the continuance thereof, and in addition to all other rights of the Mortgagee provided herein or by law, the Mortgagor shall, on demand, surrender possession of the Mortgaged Premises to the Mortgagee, and the Mortgagor hereby consents that the Mortgagee may exercise any or all of the rights specified in Section 6.2 above, and the Mortgagor hereby irrevocably appoints the Mortgagee its attorney-in-fact, coupled with an interest, of the Mortgagor for such purposes. In the event that the Mortgagor is an occupant of the Mortgaged Premises, it agrees to surrender possession of that part of the Mortgaged Premises which it occupies to the Mortgagee immediately upon any acceleration event or Event of Default hereunder, and in default of so doing, the Mortgagor may also be dispossessed by summary proceedings or otherwise. In case of the appointment of a receiver of the rents and profits of the Mortgaged Premises, the covenants of this subsection 6.3.5 may be enforced by such receiver. The Mortgagor for itself and for all persons claiming under it or who may become holders of liens junior to the lien hereof hereby waives and releases, to the extent permitted by applicable law, all rights to direct the order in which any of the Mortgaged Premises can be sold at any sale or sales pursuant hereto.

6.3.6 Any court-appointed receiver of all or any part of the Mortgaged Premises to the extent permitted by applicable law, shall be an agent of the court appointing such receiver and not an agent of the Mortgagee, and no acts of such receiver shall be deemed to be acts of the Mortgagee.

6.3.7 Upon any foreclosure sale, the Mortgagee may, after allowing for the portion of the total purchase price to be paid in cash and for the cost and expenses of the sale, compensation and other charges, in paying the purchase price apply any portion of or all sums secured hereby, in lieu of cash, to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon.

6.3.8 The Mortgagor agrees that the Mortgagee or any court having jurisdiction to foreclose the lien of this Mortgage may sell the Mortgaged Premises in part or as an entirety.

6.3.9 Upon the occurrence and during the continuance of any Event of Default, the Mortgagee may proceed to sell the Mortgaged Premises and any and every part thereof, at public venue, to the highest bidder at the customary place of sale in the county in which such Mortgaged Premises is located, for cash, first giving notice as required by law, of the time, terms and place of sale, and of the property to be sold, by advertisement made as required by law, and upon such sale shall execute and deliver a deed of conveyance of the property sold to the purchaser or purchasers thereof, and any statement or recital of fact in such deed shall be prima facie evidence of the truth of such statement or recital; and Mortgagee shall receive the proceeds of such sale, out of which he shall pay: first, the cost and expense of executing such sale, including publication fees, mailing charges, title charges, reasonable attorney's fees of Mortgagee next, to the payment of the Obligations as provided in Section 2.6 hereof, and the remainder, if any shall be paid to such parties as may be entitled thereto.

6.3.10 All proceeds of any sale pursuant to the Article VI shall be applied in the manner specified in the Security Agreement.

6.3.11 It is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said foreclosure provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Mortgagee, in such action, files an election to waive any deficiency judgment against Mortgagors which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code.

It is further agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if each of the following conditions is met: (1) the real estate is less than ten (10) acres in size; (2) the court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and (3) Mortgagee in such action files an election to waive any deficiency judgment against Mortgagors or their successor in interest in such action.

This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 or any other Chapter of the Iowa Code, whether now in effect or hereafter adopted.

6.4 Legal Expenses of the Mortgagee.

6.4.1 The Mortgagor will pay to the Mortgagee on demand, all reasonable costs, charges and expenses (including, without limitation, reasonable attorneys' fees) incurred or paid at any time by the Mortgagee because of the failure of the Mortgagor to perform, comply with or abide by any of the stipulations, agreements, conditions or covenants contained herein or in the Obligations secured hereby, together with interest on each such payment made by the Mortgagee at the Involuntary Rate from the date each such payment is made.

6.4.2 If any action or proceeding be commenced in which the Mortgagee, any Secured Creditor or any of their respective successors, assigns, employees, agents and servants (each, an "Indemnitee", collectively, the "Indemnitees") is made a party, or in which it becomes necessary to defend or uphold the lien of this Mortgage, or the construction, operation or occupancy of the Improvements by the Mortgagor or anyone else, the Mortgagor shall indemnify, defend and hold such Indemnitee harmless from all liability by reason of said litigation, including reasonable attorneys' fees and expenses incurred by such Indemnitee in any such litigation, whether or not any such litigation is prosecuted to judgment and all sums paid by the Mortgagee for the expense of any litigation to prosecute or defend the title, rights and lien created by this Mortgage (including, without limitation, reasonable attorneys' fees) shall be paid by the Mortgagor to the Mortgagee on demand, together with interest thereon at the Involuntary Rate from the date each such payment is made, and all such sums and the interest thereon shall be a lien on the Mortgaged Premises, prior to

any right, title or interest in or claim upon the Mortgaged Premises attaching or accruing subsequent to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage. In any action or proceeding to foreclose this Mortgage, or to recover or collect the Obligations, the provisions of law respecting the recovery of costs, disbursements and allowances, if inconsistent with the foregoing, shall prevail unaffected by this covenant; provided, however, that Mortgagor shall not be responsible for any such liability resulting from the Indemnitees' gross negligence or willful misconduct.

6.5 Remedies Cumulative; No Waiver; Etc.

6.5.1 No remedy herein conferred upon or reserved to the Mortgagee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of the Mortgagee to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or any acquiescence therein; and every power and remedy given by this Mortgage to the Mortgagee may be exercised from time to time as often as may be deemed expedient by the Mortgagee.

6.5.2 A waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof, of any of the other Credit Documents or of any Hedging Agreement shall apply to the particular instance or instances and at the particular time or times only, and no such waiver shall be deemed a continuing waiver, but all of the terms, covenants, conditions and other provisions of this Mortgage, of the other Credit Documents and of any Interest Rate Protection Agreement or Other Hedging Agreement shall survive and continue to remain in full force and effect; and no waiver shall be cumulative unless in writing, dated and signed by the Mortgagee.

6.5.3 To the extent permitted by applicable law, the Mortgagor hereby waives and renounces all homestead and similar exemption rights with respect to the Mortgaged Premises provided for by the Constitution and Laws of the United States and/or the State as against the collection of any of the Obligations; and Mortgagor agrees that where, by the terms of this Mortgage or the other Credit Documents secured hereby, a day is named or a time fixed for the payment of any sum of money or the performance of any agree-

ment, the day and time stated enters into the consideration and is of the essence of the whole agreement between the Mortgagor and the Mortgagee. This Section 6.5 shall not limit, however, the applicability of grace periods provided for herein.

6.6 No Merger. It is the intention of the parties hereto that if the Mortgagee shall at any time hereafter acquire title to all or any portion of the Mortgaged Premises, then, and until the indebtedness secured hereby has been paid in full, the interest of the Mortgagee hereunder and the lien of this Mortgage shall not merge or become merged in or with the estate and interest of the Mortgagee as the holder and owner of title to all or any portion of the Mortgaged Premises and that, until such payment, the estate of the Mortgagee in the Mortgaged Premises and the lien of this Mortgage and the interest of the Mortgagee hereunder shall continue in full force and effect to the same extent as if the Mortgagee had not acquired title to all or any portion of the Mortgaged Premises.

ARTICLE VII

PROVISIONS OF GENERAL APPLICATION

7.1 Waiver; Amendment. (a) None of the terms and conditions of this Mortgage may be changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by the Mortgagor and the Mortgagee (with the consent of (x) either the Required Banks or, to the extent required by Section 14.12 of the Credit Agreement, all of the Banks) at all times prior to the time on which all Credit Document Obligations have been paid in full or (y) the holders of at least a majority of the outstanding Other Obligations at all times after the time on which all Credit Document Obligations have been paid in full; provided, that any change, waiver, modification or variance affecting the rights and benefits of a single Class of Secured Creditors (and not all Secured Creditors in a like or similar manner) shall require the written consent of the Requisite Creditors of such Class of Secured Creditors. For the purpose of this Mortgage the term "Class" shall mean each class of Secured Creditors, i.e., whether (x) the Bank Creditors as holders of the Credit Document Obligations or (y) the Other Creditors as the holders of the Other Obligations. For the purpose of this Agreement, the term "Requisite Creditors" of any Class shall mean each of (x) with respect to the Credit Document Obligations, the Required Banks and (y) with respect to the

Other Obligations, the holders of at least a majority of all obligations outstanding from time to time under the Hedging Agreements.

(b) No delay on the part of the Mortgagee in exercising any of its rights, remedies, powers and privileges hereunder or partial or single exercise thereof, shall constitute a waiver thereof. No notice to or demand on the Mortgagor in any case shall entitle it to any other or further notice or demand in similar or other circumstances or constitute a waiver of any of the rights of the Mortgagee to any other or further action in any circumstances without notice or demand.

7.2 Notices. Except as otherwise specified herein, all notices, requests, demands or other communications hereunder shall be deemed to have been duly given or made when sent in the manner required or permitted by the Credit Agreement to the party to which such notice, request, demand or other communication is required or permitted to be given or made hereunder, addressed to such party at its address set forth in the Credit Agreement, or at such other address as such party may hereafter notify the other in writing.

7.3 Additional Sums Payable by the Mortgagor. All sums which, by the terms of this Mortgage, are payable by the Mortgagor to the Mortgagee shall, together with the interest thereon provided for herein, be secured by this Mortgage and added to and deemed part of the indebtedness secured hereby whether or not the provision which obligates the Mortgagor to make any such payment to the Mortgagee specifically so states.

7.4 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of this Mortgage nor in any way shall affect this Mortgage or the construction of any provision hereof.

7.5 Successors and Assigns. The covenants and agreements contained in this Mortgage shall run with the land and bind the Mortgagor, the heirs, executors, administrators, principals, legal representatives, successors and assigns of the Mortgagor and each person constituting the Mortgagor and all subsequent owners, encumbrances and tenants of the Mortgaged Premises, or any part thereof, and shall inure to the benefit of the Mortgagee, its successors and assigns and all subsequent beneficial owners of this Mortgage.

7.6 Gender and Number. Wherever the context of this Mortgage so requires, the neuter gender includes the masculine and/or feminine gender and the singular number includes the plural.

7.7 Severability. In case any one or more of the provisions contained in this instrument shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been included.

7.8 Subrogation. It is understood and agreed that any proceeds of the Obligations, to the extent that the same are utilized to pay or renew or extend any indebtedness of the Mortgagor, or any other indebtedness, or take up or release any outstanding liens against the Mortgaged Premises, or any portion thereof, have been advanced by the Mortgagee at the Mortgagor's request. The Mortgagee shall be subrogated to any and all rights and liens owned or claimed by any owner or mortgagee of said outstanding rights and liens, however remote, regardless of whether said rights and liens are acquired by assignment or are released by the beneficiary thereof upon payment.

7.9 Usury. Notwithstanding anything contained in this Mortgage to the contrary, the Mortgagee shall never be deemed to have contracted for or be entitled to receive, collect or apply as interest on the indebtedness secured hereby, any amount in excess of the amount permitted and calculated at the highest lawful rate, and, in the event the Mortgagee ever receives, collects or applies as interest any amount in excess of the amount permitted and calculated at the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance of the indebtedness secured hereby, and, if the principal balance of the indebtedness secured hereby is paid in full, any remaining excess shall forthwith be paid to the Mortgagor. In determining whether or not the interest paid or payable under any specific contingency exceeds the amount of interest permitted and calculated at the highest lawful rate, the Mortgagor and the Mortgagee shall, to the maximum extent permitted under applicable law, (i) characterize any non-principal payment (other than payments which are expressly designated as interest payments hereunder) as an expense, fee, or premium, rather than as interest, (ii) exclude voluntary prepayments and the effect thereof, and

(iii) spread the total amount of interest throughout the entire contemplated term of the indebtedness secured hereby.

7.10 Counterparts. This Mortgage may be simultaneously executed in a number of identical counterparts, each of which, for all purposes, shall be deemed an original.

7.11 Purchase Money Mortgage and Vendor's Lien. If all or any portion of the proceeds of the indebtedness secured hereby has been advanced for the purpose of paying the purchase price for all or a part of the Mortgaged Premises, then: (i) the Mortgagee shall have, and is hereby granted, a purchase money mortgage and a vendor's lien on the Mortgaged Premises to further secure the indebtedness secured hereby; and (ii) the Mortgagee shall be subrogated to all rights, titles, interests, liens, and security interests owned or claimed by the holder of any indebtedness which has been directly or indirectly discharged or paid from the proceeds of the indebtedness secured hereby.

7.12 Controlling Law. **THIS MORTGAGE AND THE RIGHTS AND OBLIGATIONS OF PARTIES UNDER THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE.**

7.13 Entire Agreement. This Mortgage along with the Credit Documents embodies the entire agreement and understanding between the parties relating to the subject matter hereof.

7.14 Release. (a) After the Termination Date, this Mortgage shall be discharged and satisfied or assigned at the Mortgagor's option, by the Mortgagee at the expense of the Mortgagor upon its written request. Concurrently with such satisfaction and discharge or assignment of this Mortgage, the Mortgagee, on written request and at the expense of the Mortgagor will execute and deliver such proper instruments of release and satisfaction or assignment as may reasonably be requested to evidence such release or assignment and any such instrument when duly executed by the Mortgagee and duly recorded by the Mortgagor in the places where this Mortgage is recorded shall conclusively evidence the release or assignment of this Mortgage. As used in this Mortgage, "Termination Date" shall mean the date upon which the Total Commitments and all Interest Rate Protection Agreements or Other Hedging Agreements are terminated and when all Obligations have been indefeasibly paid in full.

(b) The Mortgagee shall, at the request of the Mortgagor, release (without recourse and without any representation or warranty) the Mortgaged Premises, or any part thereof, provided that (x) either the sale of all or part of the Mortgaged Premises is permitted under Section 10.02 of the Credit Agreement or such release has been approved in writing by the Required Banks (or all Banks if required by Section 14.12 of the Credit Agreement) and (y) the proceeds of such sale of the Mortgaged Premises or portion thereof are applied as, and to the extent, required pursuant to the Credit Agreement.

7.15 Additional Advances. This Mortgage is given to secure, among other things, Loans, and other Obligations arising out of the Credit Documents and the Hedging Agreements and shall secure not only presently existing Obligations under the Credit Documents and the Hedging Agreements, but also any and all other Obligations now owing or which may hereafter be owing by the Mortgagor to the Secured Creditors pursuant to the Credit Documents and the Hedging Agreements, however incurred, whether interest, discount or otherwise, and whether the same shall be deferred, accrued or capitalized including future advances and readvances, whether such advances are obligatory or to be made at the option of the Secured Creditors, or otherwise, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The lien of this Mortgage shall be valid as to all Obligations secured hereby, including future advances made by Mortgagee to or on behalf of or for the benefit of the Mortgagor and future obligations, from the time of its filing for record in the recorder's or registrar's office of the county in which this Property is located. Subject to the limitations contained herein, the total principal amount of Obligations secured hereby may increase or decrease from time to time, but the total unpaid balance of Obligations secured hereby at any one time outstanding shall not exceed the lesser of (i) $550,000,000 plus interest thereon and any disbursements which Mortgagee may make under this Mortgage, the Credit Documents and the Hedging Agreements, or any other document with respect hereto (e.g., for payment of Impositions or insurance on this Property) and interest on such disbursements; and (ii) the maximum amount of indebtedness permitted to be secured by the Mortgaged Premises pursuant to the terms of the Indentures (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statu-

tory liens, to the extent of the maximum amount secured hereby.

7.16 Secured Creditor Acknowledgment. By accepting the benefits of this Mortgage, each Secured Creditor acknowledges and agrees that the rights and obligations of the Mortgagee shall be as set forth herein and in Section 13 of the Credit Agreement.

7.17 Fixture Filing. This Mortgage shall also constitute a "fixture filing" for purposes of the Code. Portions of the Collateral are or may become fixtures.

7.18 Financing Statement. The Mortgagee shall have the right at any time to file this Mortgage as a financing statement, but the failure to do so shall not impair the validity and enforceability of this Mortgage in any respect whatsoever. A carbon, photographic, or other reproduction of this Mortgage, or any financing statement relating to this Mortgage, shall be sufficient as a financing statement.

7.19 Incorporation of Credit Agreement. Each and every term and provision of the Credit Agreement and the Hedging Agreements, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Mortgage, and payment, fulfillment and performance of the obligations, covenants and agreements of the Mortgagor thereunder are secured hereby. In the event of any conflict between the terms of the Credit Agreement and the terms of this Mortgage, the terms of the Credit Agreement shall control.

7.20 Actions of Mortgagee. Neither the Mortgagee nor any of its officers, directors, employees or agents shall be liable for any action taken or omitted by it or them in respect of this Mortgage or the Mortgaged Premises unless caused by its or their gross negligence or willful misconduct, and the Mortgagee, its officers, directors and employees shall be entitled to refrain from acting in accordance with this Mortgage unless it has, or they have, received from the Required Banks written instructions and if requested, appropriate indemnification, in respect of actions to be taken. In no event shall the Mortgagee be required to take any action in contravention of applicable law or if such action would, in the Mortgagee's determination, cause it to incur undue risk of liability. The actions of the Mortgagee with respect to the Mortgaged Premises shall be mechanical

and administrative in nature and the Mortgagee shall not have, by reason of this Mortgage, any fiduciary relationship with respect to any Secured Creditor.

7.21 Leasehold Deed of Trust Provisions. If Exhibit A includes a leasehold estate pursuant to a Ground Lease, the terms and conditions set forth in Exhibit B annexed hereto and made a part hereof are incorporated into this Deed of Trust by reference.

IN WITNESS WHEREOF, the Mortgagor has duly executed this Mortgage as of the day and year first above written.

EXIDE CORPORATION (as to Parcel 1)

[Seal]

GENERAL BATTERY CORPORATION (as to Parcel 2)



By Catherine B. Ithaim

Name: Catherine B. Ithaim

Title: Assistant Secretary

STATE OF New York)
: ss.:
COUNTY OF New York)

On this 31st day of August, 1994, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Catherine B Martin, to me personally known, who being by me duly sworn, did say that he is the Assistant Secretary of said corporations executing the within and foregoing instrument; that no seal has been procured by the said corporations that said instrument was signed and sealed on behalf of the corporations by authority of ~~its~~ Boards of Directors; and that the said Catherine B. Martin acknowledged the execution of said instrument to be the voluntary act and deed of said corporations by it and by him voluntarily executed.

Mary P. Beeson
Notary Public in and for the
State aforesaid

MARY P. BEESON
Notary Public, State of New York
No. 31-5019057
Qualified In New York County
Commission Expires Oct. 12, 1995

000074D8.W51

EXHIBIT A

Legal Description

000074D8.W51

EXHIBIT A

File No.: 94010189

Parcel 1: (Fee Simple)

Lot 4, of SOUTHWEST INDUSTRIAL PARK, City of Manchester, Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 46, as amended by plat recorded in Book 6 Plats, Page 56.

Parcel 2: (Subleasehold estate as per Memorandum of Sublease dated as of September 20, 1985, filed September 25, 1985 in Book X, Misc., Page 142.)

Lot 3, of SOUTHWEST INDUSTRIAL PARK, City of Manchester, Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 46, as amended by plat recorded in Book 6 Plats, Page 56.

31/32-89-S

EXHIBIT B

Leasehold Mortgage Provisions

Notwithstanding anything contained herein to the contrary, and in addition to any rights, privileges and remedies granted to Mortgagee elsewhere in this Mortgage, Mortgagee shall have, and Mortgagor hereby grants to Mortgagee for the benefit of the Secured Creditors, any and all rights, privileges and remedies of the leasehold provided for in the Ground Lease (including without limitation, any renewal rights and options to purchase contained in the Ground Lease) without the necessity of particularly specifying any or all of such rights, privileges and remedies that are or could be granted to leasehold mortgagees pursuant to the Ground Lease.

Mortgagor hereby represents, covenants and agrees that:

(a) This Mortgage is lawfully executed and delivered in conformity with the Ground Lease.

(b) Mortgagor will pay when due the rents, taxes and other sums and charges mentioned in and made payable by Mortgagor under the Ground Lease.

(c) Mortgagor will promptly, in all material respects, perform and observe all of the terms, covenants and conditions required to be performed and observed by it under the Ground Lease, within the periods (including any grace or cure periods) provided therein, and will do all things necessary to preserve and to keep unimpaired its rights under the Ground Lease. In the event of the failure of Mortgagor to make any payment required to be made by the lessee pursuant to the provisions of the Ground Lease or to observe, abide by, discharge or perform, or cause to be observed, kept, discharged or performed, any of the terms, obligations, covenants, conditions, agreements, indemnities, representations, warranties or liabilities of the Ground Lease on the part of lessee thereunder to be observed, kept, discharged and performed, Mortgagor does hereby irrevocably appoint and constitute Mortgagee as its true and lawful attorney in fact, which appointment is coupled with an interest, in its name, place and stead, to take any and all actions deemed necessary or desirable by Mortgagee to perform and comply with all of the obligations of Mortgagor under

the Ground Lease, to do and take, but without any obligation so to do, any action which Mortgagee deems necessary or desirable to prevent or cure any default by Mortgagor under the Ground Lease, to enter into and upon the Deeded Premises or any part thereof to such extent and as often as Mortgagee, in its reasonable discretion, deems necessary or desirable in order to prevent or cure any default of Mortgagor pursuant thereto, to the end that the rights of Mortgagor in and to the leasehold estate created by the Ground Lease shall be kept unimpaired and free from default, and all sums so expended by Mortgagee, with interest thereon at the rate set forth in the Credit Agreement from the date of each such expenditure, shall be paid by Mortgagor to Mortgagee promptly upon demand by Mortgagee and shall be added to the indebtedness secured hereby and Mortgagee shall have, in addition to any other remedy of Mortgagee, the same rights and remedies in the event of non-payment of any such sum by Mortgagor as in the case of a default by Mortgagor in the payment of any sums due under the Credit Agreement. Mortgagor shall, within five (5) days after written request by Mortgagee, execute and deliver to Mortgagee, or to any person designated by Mortgagee, such further instruments, agreements, powers, assignments, conveyances or the like as may be necessary to complete or perfect the interest, rights or powers of Mortgagee pursuant hereto.

(d) Mortgagor will promptly (i) notify Mortgagee in writing of the receipt by it of any notice of default from the lessor under the Ground Lease; (ii) notify Mortgagee in writing of the receipt by it of any notice under the Ground Lease of the termination of the Ground Lease; (iii) cause a copy of each such material notice received by Mortgagor from the lessor under the Ground Lease to be delivered to Mortgagee; and (iv) cause a copy of any notice of election or the exercise of any rights of option, purchase or renewal under the Ground Lease sent by Mortgagor to the lessor under Ground Lease, to be delivered to Mortgagee.

(e) Mortgagor will not, without the prior written consent of Mortgagee, terminate or surrender or suffer or permit any termination or surrender of the Ground Lease, nor modify the Ground Lease, if the modification

shall materially impair the Mortgagee's security interest in the Deeded Premises or the rights and remedies of Mortgagee under this Mortgage.

(f) Mortgagor will, within twenty (20) days after written demand from Mortgagee, use reasonable efforts to obtain from the lessor under the Ground Lease and deliver to Mortgagee an estoppel certificate in the form provided for in the Ground Lease.

(g) Mortgagor will furnish to Mortgagee upon demand, proof of payment of all items which are required to be paid by Mortgagor pursuant to the Ground Lease and a statement of any such payments which Mortgagor is contesting or arbitrating pursuant to the terms of the Ground Lease.

(h) Except as otherwise provided in the Ground Lease, Mortgagor will not consent to the subordination of the Ground Lease to any lien on the fee estate of the lessor under the Ground Lease.