This FINANCING STATEMENT is presented to THE FILING OFFICER for filing for record in the real estate records:

1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	3 For Filing Officer (Date, Time, Number, and Filing Office)
General Battery Corporation 645 Penn Street Reading, Pennsylvania 19612-4205	Bankers Trust Company, as Collateral Agent One Bankers Trust Plaza New York, New York 10006	'94 OCT 14 PM 1 26 BOOK 124 PAGE 245 DEBORAH L. PEYTON DELAWARE CO. RECORDER $33.00 INCLUDED IN CHATTEL MTG. NO. V

/6-1043
DELAWARE COUNTY IOWA
FILED

4 This Financing Statement covers the following types or items of property:	5 Name and Address of Assignee
See Schedule A attached hereto and made a part hereof	

6 **Check appropriate box(es). The above goods are or are to become fixtures on** ☒ **The above timber is standing on** ☐ **The above minerals or the like (including oil and gas) or mineral accounts will be financed at the wellhead or minehead located on** ☐ **(Describe real estate below. See instruction #4):**

See Exhibit A attached hereto and made a part hereof.

Filed with County of Delaware

Termination
For ~~Extension~~, See Book 137
Page 238 1/15/98

The name of a record owner is General Battery Corporation

7 ☒ **Products of collateral are covered.**

Debtor(s) acknowledge(s) receipt of a copy of this instrument.

8 _____ Signature of Debtor

_____ Signature of Debtor

General Battery Corporation
Type or Print all names (Iowa Code 335.2)

_____ Type or Print all names (Iowa Code 335.2)

Secured party or other appropriate signature may be substituted for debtor(s) signature only in cases covered by UCC 9-402(2), 9-408 and 11105, and must be identified when substituted.

Amendment re: Legal description
For ~~Release~~, See Book 137
Page 207 10/23/95

FILE No. 76-1043
RECORDING FEE $ 33.00
TRANSFER FEE $ _____

FILED FOR RECORD THE 14th DAY OF ~~October~~, 19 94 AT 1:26
O'CLOCK P M. BOOK 124 PAGE 245

STATE OF IOWA, DELAWARE COUNTY
DEBORAH L. PEYTON, Recorder
LM CM 31

SCHEDULE A

THE DEBTOR HEREBY GIVES, GRANTS, BARGAINS, SELLS, TRANSFERS, CONVEYS AND ASSIGNS TO THE SECURED PARTY 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 Debtor hereby grants to the Secured Party a security interest in all of the Debtor's right, title and interest therein, namely:

I. All right, title and interest of the Debtor in and to (i) all buildings and other improvements and additions thereto now erected or hereafter constructed or placed upon those certain lots, pieces or parcels of land described in Exhibit A annexed hereto and hereby made a part hereof, (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 Debtor 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");

II. All right, title and interest of the Debtor 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 Debtor 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);

III. All of the rents, income, receipts, revenues, issues, benefits and profits of the Premises, including all leases 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 Debtor as landlord in and to the same;

IV. 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; and

V. All right, title and interest in and to all rents, issues, profits, proceeds and products arising from any of the foregoing and all of Debtor's right, title and interest, if any, to all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards.

EXHIBIT A

Commencing at the Southeast Corner of Section 31, T89N, R5W of the 5th P.M.; thence N 00°-00'-00" E 50.00 feet along the easterly section line of said Section 31 to the Point of Beginning; thence N 90°-00'-00" W 1335.64 feet along the northerly right-of-way line of Old Highway No. 13; thence N 00°-00'-00" E 2595.05 feet; thence N 90°-00'-00" E 1100.00 feet; thence N 00°-00'-00" E 33.00 feet; thence N 90"-00'-00" E 235.64 feet; thence N 89°-34'-10" E 1293.35 feet; thence S 00°-00'-00" E 66.00 feet; thence S 89°-34'-10" W 537.50 feet; thence S 00°-21'-06" W 1594.84 feet; thence N 90°-00'-00" E 526.70 feet; thence S 15°-00'-00" W 166.25 feet along the westerly right-of-way line of said Old Iowa Highway No. 13; thence 1434.66 feet along said westerly right-of-way line which is along a 1096.00 foot radius curve concave northwesterly whose long chord bears S 50°-50'-06" W 1365.42 feet; thence N 90°-00'-00" W 171.06 feet along said westerly right-of-way line to the Point of Beginning. Said described parcel containing 129.16 acres more or less.
R.R.#1 Grant Street Manchester, IA 52027