03/29/96 16:16 ☎212 758 5890 TITLE ASSOCIATES 002/002

206-2686
DELAWARE COUNTY IOWA
FILED
'96 MAR 29 PM 2:33
BOOK 40 PAGE 103
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$46.00

ATI Title Co.
3345 19th Street
Omaha, NE 68107

RECORDED WITHOUT CORPORATE SEAL

Prepared by Jeffrey J. Temple, Esq., White & Case, 1155 Ave. of the Americas, NY, NY 10036
(212) 819-8200

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

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
White & Case
1155 Avenue of the Americas
New York, New York 10036
Attention: Jeffrey J. Temple, Esq.

NOTICE: 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 OF OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.

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

THIS FIRST MODIFICATION TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING dated as of May 17, 1995 (this "Agreement"), between EXIDE 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"), and BANKERS TRUST COMPANY, having an office at One Bankers Trust Plaza, New York, New York 10006, as mortgagee, in its capacity as Collateral Agent (the "Mortgagee") for the benefit of (x) the Banks, the Collateral Agent and the Agent under and as defined in, and any other lenders from time to time party to, the Credit Agreement hereinafter referred to (such Banks, the Collateral Agent, the Agent and the other lenders, if any, are hereinafter called the "Bank Creditors") and (y) if one or more Banks has entered, or in the future enters, into one or more (i) interest rate protection agreements (including, without limitation, interest rate swaps, caps, floors, collars and similar agreements), (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 (collectively,

FILE No. 206-2686
RECORDING FEE $ 46.00
TRANSFER FEE $

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O'CLOCK P M. BOOK 40 PAGE 103

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
TLM CM 31

"Interest Rate Protection or Other Hedging Agreements"), with, or guaranteed by, the Mortgagor, any such Bank or Banks (even if any such Bank subsequently ceases to be a Bank under the Credit Agreement for any reason) so long as any such Bank participates in the extension of such Interest Rate Protection or Other Hedging Agreements and their subsequent assigns, if any (collectively, the "Interest Rate Protection Creditors" and, together with the Bank Creditors, the "Secured Creditors"). Except as otherwise defined herein, terms used herein and defined in the Credit Agreement referred to below shall be used herein as so defined.

W I T N E S S E T H :

WHEREAS, the Mortgagee and the Mortgagor are parties to a Credit Agreement, dated as of August 30, 1994 (the "Credit Agreement"), as amended, modified and supplemented by (i) First Amendment, dated as of October 21, 1994, (ii) Second Consent, Waiver and Agreement, dated as of December 9, 1994, (iii) Third Amendment, dated as of February 3, 1995, (iv) Fourth Amendment, dated as of March 6, 1995, and (v) Waiver, dated as of March 31, 1995 (collectively, the "Prior Amendments"), pursuant to which the Bank Creditors agreed to make certain term loans and revolving loans to the Mortgagor on the conditions and for purposes stated therein; and

WHEREAS, the Obligations (as defined in the Credit Agreement) are evidenced and secured by the Credit Documents, which include, inter alia, the Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing dated as of March 15, 1995, made by the Mortgagor to the Mortgagee and recorded on March 28, 1995 in the County Clerk's Office of Delaware County, Iowa in Mortgage Book 37, Page 189 (the "Mortgage"), which Mortgage encumbers certain property more particularly described on Exhibit A attached hereto and made a part hereof (the "Property");

WHEREAS, simultaneously herewith, the Mortgagor and the Mortgagee are entering into a Fifth Amendment to the Credit Agreement (the "Fifth Amendment"), which provides for, among other things, an increase in the interest rate payable by the Mortgagor to the Bank Creditors thereunder and a reduction in certain amounts available to be borrowed thereunder; and

WHEREAS, the Mortgagor and the Mortgagee desire to amend the Mortgage to provide that references therein to certain of the Credit Documents be deemed to be references to such documents as the same have been amended and to renew and extend the liens and security interests of the Mortgage.

NOW THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Mortgagor and the Mortgagee agree as follows:

1. Each reference in the Mortgage to the "Credit Agreement" shall mean the Credit Agreement, as amended by the Prior Amendments and the Fifth Amendment.

2. Each reference in the Mortgage to the "Note" or "Notes" shall mean the Notes as defined in the Credit Agreement, as amended by the Prior Amendments and the Fifth Amendment.

3. Each reference in the Mortgage to the "Credit Documents" shall mean the Credit Documents as defined in the Credit Agreement, as amended by the Prior Amendments and the Fifth Amendment.

4. The Mortgagor hereby reaffirms to the Secured Creditors each of the representations, warranties, covenants and agreements of Mortgagor set forth in the Mortgage with the same force and affect as if each were separately stated herein and made as of the date hereof.

5. The Mortgagor hereby ratifies, affirms, reaffirms, acknowledges, confirms and agrees that the Mortgage, as modified by this Agreement represents the valid, enforceable and collectible obligations of the Mortgagor and the Mortgagor further acknowledges there are no existing claims, defenses, personal or otherwise, or rights of set-off whatsoever with respect to the Mortgage known to the Mortgagor and further acknowledges and represents that, to the Mortgagor's knowledge, no event has occurred and no condition exists which would constitute a default under the Mortgage or this Agreement either with or without notice or lapse of time or both.

6. The Mortgagor hereby waives, discharges and releases forever any and all existing claims, defenses, personal or otherwise, and rights of set-off known to Mortgagor that it may have against the Mortgagee or which

might affect the enforceability by the Mortgagee of its various rights and remedies under the Mortgage.

7. Except as specifically modified hereby, all of the terms and provisions of the Mortgage and all other documents executed by the parties hereto or binding upon the parties hereto in connection with the Mortgage are ratified and reaffirmed by the parties hereto, and are incorporated herein by reference, the Mortgagor specifically acknowledging the validity and enforceability thereof.

8. The Mortgagor agrees to pay all reasonable costs in connection herewith, including, but without limitation, recordation and filing fees, taxes, reasonable attorneys' fees and expenses, and charges for title examinations.

9. The liens, security interests, assignments and other rights evidenced by the Mortgage are hereby renewed, extended and modified to secure the Obligations.

10. This Agreement is limited as specified and shall not constitute an amendment, modification or waiver of, or otherwise affect, in any way, any other provisions of the Mortgage.

11. The Mortgagor agrees to execute and deliver, or cause to be executed and delivered, to the Mortgagee all other instruments, certificates, agreements and consents as the Mortgagee may reasonably require in order to confirm the terms of this Agreement.

12. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

14. Neither this Agreement nor any of the terms hereof may be changed, waived, discharged or terminated unless such change, waiver, discharge or termination is in writing and signed by the Mortgagee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

EXIDE CORPORATION

By Catherine B Hnatin
Title: CATHERINE B. HNATIN, TREASURER

BANKERS TRUST COMPANY,
as Collateral Agent

By _____
Title: MARY KAY COYLE, VICE PRESIDENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

EXIDE CORPORATION

By_____
Title: CATHERINE B. HNATIN, TREASURER

BANKERS TRUST COMPANY,
as Collateral Agent

By Mary Kay Coyle
Title: MARY KAY COYLE, ~~VICE PRESIDENT~~

MARY KAY COYLE
MANAGING DIRECTOR

STATE OF PA)
: ss.:
COUNTY OF BERKS)

On this 25th day of March, 1996, before me personally came CATHERINE B. HNATIN, to me known who, being by me duly sworn, did depose and say that she resides at Phoenixville, PA and that she is the Treasurer of EXIDE CORPORATION, the Mortgagor described in and which executed the foregoing instrument; and that she signed her name thereto by order of the board of directors of such Mortgagor.

Wendy A. Stetzler
Notary Public

WENDY A. STETZLER
NOTARY PUBLIC
CHESTER COUNTY, PENNSYLVANIA
COMMONWEALTH OF

000092SL.W51

STATE OF NY)
: ss.:
COUNTY OF NY)

On this 20TH day of March, 1996, before me personally came MARY KAY COYLE, to me known who, being by me duly sworn, did depose and say that she resides at New York, New York and that she is the ~~VICE PRESIDENT~~ MANAGING DIRECTOR of BANKERS TRUST COMPANY, the Mortgagee described in and which executed the foregoing instrument; and that she signed her name thereto pursuant to authority granted by order of the board of directors of such Mortgagee.

JOJEAN TRAVIS NOTARY PUBLIC STATE OF NEW YORK

Notary Public

JOJEAN TRAVIS
Notary Public, State of New York
No. 01TR5013241
Qualified in New York County
Commission Expires July 15, 1997

000092SL.W51

EXHIBIT A

Legal Description

Parcel 1:

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:

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.