Delaware County Abstract

871-138

RECORDER'S COVER SHEET

Type of Document: Third Amendment to Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing

Prepared by: Leila Rachlin, Esq., White & Case LLP, 1155 Avenue of the Americas, New York NY 10036 (212) 819-8720

Taxpayer Information: Exide Technologies, 13000 Deerfield Parkway, Building 200, Alpharetta GA 30004

Return Document to: Chicago Title Insurance Company, 222 S. 9th St., Suite 3250, Minneapolis MN 55420
File No. ~~100515356~~ 10031308

Mortgagor: Exide Technologies, a Delaware corporation

Mortgagee: Deutsche Bank AG New York Branch, as Collateral Agent

Legal Description: Lot 4 of Southwest Industrial Park, City of Manchester, Delaware County, Iowa

Parcel No. 000631312001100

Book 2006 Page 1308
Document 2006 1308 Type 04 008 Pages 10
Date 4/07/2006 Time 11:55 AM
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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

RETURN TO: Nicole
Chicago Title Insurance Company
222 South Ninth Street, Suite 3250
Minneapolis, MN 55402
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10031308

This Mortgage Amendment was prepared by: Leila Rachlin, Esq., White & Case LLP, 1155 Avenue of the Americas, New York, New York 10036, (212) 819-8720
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THIRD AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING

THIS THIRD AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING (as amended, modified or supplemented from time to time, this "Third Amendment to Mortgage"), is made as of March 16, 2006, but effective as of March 24, 2006 (the "Effective Date") by and between EXIDE TECHNOLOGIES, a Delaware corporation doing business as EXIDE TECHNOLOGIES, INC., having an office at 13000 Deerfield Parkway, Building 200, Alpharetta, GA 30004, as the Mortgagor (the "Mortgagor"), and DEUTSCHE BANK AG NEW YORK BRANCH, with an office at 60 Wall Street, New York, New York 10005, as Collateral Agent (the "Mortgagee") for the benefit of the Secured Creditors (as defined in the Mortgage, as defined herein). 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 Mortgagor as borrower (the "U.S. Borrower"), Exide Global Holding Netherlands C.V. (the "European Borrower", and together with the U.S. Borrower, the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), Credit Suisse First Boston and Fleet Securities, Inc., as Syndication Agents (the "Syndication Agents"), Credit Suisse First Boston, as Book Running Manager (the "Co-Book Running Manager"), Deutsche Bank Securities Inc., as Sole Lead Arranger and Book Running Manager (the "Sole Lead Arranger" and together with the Co-Book Running Manager, the "Book Running Managers") and the Beneficiary, as Administrative Agent (in such capacity and together with any successor administrative agent, the "Administrative Agent"), have entered into a Credit Agreement, dated as of May 5, 2004 (as amended, modified, extended, renewed, replaced, restated, supplemented and/or refinanced from time to time, and including any agreement extending the maturity of, refinancing or restructuring (including, but not limited to, the inclusion of additional borrowers or guarantors thereunder or any increase in the amount borrowed) all or any portion of, the indebtedness under such agreement or any successor agreements, whether or not with the same agent, trustee, representative lenders or holders, the "Original Credit Agreement") providing for the making of Loans to the Borrowers, and the issuance of Letters of Credit for the respective accounts of the Borrowers, as contemplated therein in the aggregate original principal amount of $600,000,000 (the Lenders, the Issuing Lenders, the Syndication Agents, the Book Running Managers, the Sole Lead Arranger, the Administrative Agent and the Beneficiary are hereinafter collectively referred to as the "Lender Creditors");

WHEREAS, the Borrowers and/or one or more other Subsidiaries of the Borrowers may at any time and from time to time enter into and/or guaranty the obligations of the Borrowers

or another Subsidiary of the respective Borrower under one or more Interest Rate Protection Agreements or Other Hedging Agreements with one or more Lenders or any affiliate thereof (each such Lender or affiliate, even if the respective Lender subsequently ceases to be a Lender under the Credit Agreement for any reason, together with such Lender's or affiliate's successors and assigns, if any, are herein collectively referred to as the "Other Creditors" and, together with the Lender Creditors, the "Secured Creditors");

WHEREAS, pursuant to the U.S. Borrower's Guaranty (contained in Section 14 of the Credit Agreement), the Mortgagor has unconditionally and irrevocably guaranteed the payment when due of all U.S. Borrower Guaranteed Obligations (as defined in the Credit Agreement);

WHEREAS, in connection with the execution of the Credit Agreement, the Mortgagor executed a Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing, dated as of May 5, 2004, in favor of Mortgagee as Collateral Agent for the benefit of the Secured Creditors, and recorded on May 14, 2004 in Book 2004, Page 1688, in the Delaware County Recorder's Office, Delaware County, Iowa (the "Records") (as amended on June 9, 2005 by that certain First Amendment to Mortgage which was recorded in the Records on June 14, 2005 in Book 2005, Page 2070 (the "First Amendment to Mortgage), as amended on February 1, 2006 by that certain Second Amendment to Mortgage which was recorded in the Records on February 7, 2006 in Book 2006, Page 429 (the "Second Amendment to Mortgage"), as amended hereby by this Third Amendment to Mortgage and as further amended, modified or supplemented from time to time, the "Mortgage") encumbering certain real property (the "Property") more particularly described on Exhibit A annexed thereto;

WHEREAS, the Borrowers, the Lenders from time to time party thereto and the Mortgagee entered into: (i) that certain First Amendment and Waiver to Credit Agreement dated November 10, 2004 (the "First Amendment to Credit Agreement"), (ii) that certain Second Amendment and Waiver to Credit Agreement dated as of February 14, 2005 (the "Second Amendment to Credit Agreement"), (iii) that certain Third Amendment to Credit Agreement dated as of February 24, 2005 (the "Third Amendment to Credit Agreement"), (iv) that certain Fourth Amendment to Credit Agreement dated as of June 14, 2005 (the "Fourth Amendment to Credit Agreement"), (v) that certain Fifth Amendment to Credit Agreement dated as of June 29, 2005 (the "Fifth Amendment to Credit Agreement"), and (vi) that certain Sixth Amendment to Credit Agreement dated as of January 26, 2006 (the "Sixth Amendment to Credit Agreement"), all of the foregoing of which amended the Original Credit Agreement as more specifically set forth in each respective document;

WHEREAS, the Borrowers, various lending institutions and the Mortgagee have or will enter into that certain Seventh Amendment to Credit Agreement, dated as of March 10, 2006 (the "Seventh Amendment to Credit Agreement"), which provides, inter alia for, among other things, an increase of the percentages set forth in the definition of "Applicable Margin" contained in the Credit Agreement;

WHEREAS, the Mortgage remains in full force and effect and the security interest and the priority of such security interest granted to the existing Secured Creditors named therein continues (without interruption) thereunder; and

WHEREAS, the Mortgagor desires to execute this Third Amendment to Mortgage pursuant to the Original Credit Agreement to provide that the Mortgage shall secure the Obligations described in the Credit Agreement as amended by the First Amendment to Credit Agreement, the Second Amendment to Credit Agreement; the Third Amendment to Credit Agreement, the Fourth Amendment to Credit Agreement, the Fifth Amendment to Credit Agreement, the Sixth Amendment to Credit Agreement and the Seventh Amendment to Credit Agreement.

NOW, THEREFORE, in consideration of the execution and delivery by the Mortgagee of the Seventh Amendment to Credit Agreement and other benefits provided therein to the Mortgagor, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby makes the following representations and warranties and hereby covenants and agrees with the Mortgagee as follows:

1. It is hereby acknowledged and agreed that each reference in the Mortgage and herein to the "Credit Agreement" shall mean and be a reference to the Credit Agreement, as amended by the First Amendment to Credit Agreement, the Second Amendment to Credit Agreement, the Third Amendment to Credit Agreement, the Fourth Amendment to Credit Agreement, the Fifth Amendment to Credit Agreement, the Sixth Amendment to Credit Agreement and the Seventh Amendment to Credit Agreement.

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

3. The Mortgagor hereby ratifies, affirms, reaffirms, acknowledges, confirms and agrees that the Mortgage, as modified by the First Amendment to Mortgage, the Second Amendment to Mortgage and this Third Amendment to Mortgage, and each and every other document and/or instrument which evidences and/or secures payment of the Obligations represent the valid, enforceable and collectible obligations of the Mortgagor.

4. The Mortgagor hereby waives, discharges and releases forever any and all existing claims, defenses, personal or otherwise, and rights of set-off known to the 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 and the other Secured Debt Agreements (as defined in the Mortgage).

5. Except as specifically amended herein, 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.

6. The Mortgagor agrees to pay all costs in connection herewith, including, but without limitation, recordation and filing fees, taxes (other than taxes based on gross receipts, income or revenue of the Mortgagee), reasonable attorneys' fees and expenses, and, to the extent incurred in connection with updating the Mortgagee's existing title policy on the Property, charges for title examination and title insurance premiums. The Mortgagor agrees to have the Mortgagee's

existing title insurance policy updated at its sole cost and expense, the endorsement thereto being subject to the Mortgagee's reasonable approval.

7. The liens, security interests, assignments and other rights evidenced by the Mortgage are hereby renewed, extended and amended to secure the Obligations in accordance with this Third Amendment to Mortgage.

8. This Third Amendment to Mortgage is limited as specified and other than the specific amendments contained herein shall not constitute an amendment, modification or waiver of, or otherwise affect, in any way, any other provisions of the Mortgage. As modified hereby, the Mortgage is ratified and confirmed in all respects.

9. 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 Third Amendment to Mortgage.

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

11. This Third Amendment to Mortgage 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.

12. Any reference to the "Mortgage" in the Mortgage shall be deemed to mean the Mortgage as modified by the First Amendment to Mortgage, Second Amendment to Mortgage and this Third Amendment to Mortgage.

13. The use of the singular shall include the plural when the context requires and vice versa; the use of "a" shall include "an" when the context requires and vice versa.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to Mortgage to be executed and delivered by their duly authorized officers as of the date first above written, to be effective as of the Effective Date.

Mortgagor:

EXIDE TECHNOLOGIES, a Delaware corporation, doing business as EXIDE TECHNOLOGIES, INC.

By: _____
William W. Groves
Assistant General Counsel and
Assistant Secretary

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

Mortgagee:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: _____
Name: MARGUERITE SUTTON
Title: DIRECTOR

By: _____
Name: Lana Gifas
Title: Vice President

STATE OF GEORGIA)
)ss.
COUNTY OF FULTON)

On this 16 day of March, 2006, before me a Notary Public in and for said county and state, personally appeared WILLIAM W. GROVES, to me personally known, who, being by me duly sworn did say that he is the Assistant General Counsel and Assistant Secretary of Exide Technologies, a Delaware corporation; doing business as Exide Technologies, Inc., that said instrument was signed on behalf of the said corporation by authority of its Board of Directors and the said WILLIAM W. GROVES acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Notary Public in the State of Georgia

State Of Georgia
My Commission Expires March 16, 2008

STATE OF NEW YORK)
)ss.
COUNTY OF NEW YORK)

On this 16 day of March, 2006, before me a Notary Public in and for said county and state, personally appeared Marguerite Sutton and Lana Gifas, to me personally known, who, being by me duly sworn did say that they are Officers of Deutsche Bank AG New York Branch, that said instrument was signed on behalf of the said corporation by authority of its Board of Directors and the said Director and Vice President acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Maureen E Thomas
Notary Public in the State of New York

MAUREEN E. THOMAS
Notary Public - State of New York
No. 01TH6098264
Qualified in Bronx County
Certified in New York County
My Commission Expires 9/08/2007

913 S. 10th St.
Manchester, IA
(Delaware County)

Exhibit A
Description of Land

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.