Recorded: 8/3/2015 at 2:58:06.0 PM
Fee Amount: $187.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2015 PG: 2074

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

Recorder's Cover Sheet

Preparer Information: Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019-6064, (212) 373-3081, Attention: Stephen K. Koo, Esq.

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

Return Document To: Chicago Title Insurance Company
711 Third Avenue, 5th Floor, New York, NY 10017,
Attention: Yosi (Joe) Benlevi

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

Mortgagee: U.S. Bank National Association

Legal Description: See Schedule A attached to Mortgage

NOTICE: This mortgage secures credit in the amount of $2,090,000. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and Liens.

This mortgage encumbers both real and personal property, contains an after-acquired property clause and secures present and future advances.

TABLE OF CONTENTS

Page

Article I DEFINITIONS AND INTERPRETATION 2

Section 1.1 Definitions 2

Section 1.2 Interpretation 7

Article II GRANTS AND SECURED OBLIGATIONS 7

Section 2.1 Grant of Mortgaged Property 7

Section 2.2 Assignment of Leases and Rents 8

Section 2.3 Secured Obligations 9

Section 2.4 Future Advances 9

Section 2.5 Maximum Amount of Indebtedness 9

Section 2.6 Last Dollar Secured 10

Section 2.7 No Release 10

Article III REPRESENTATIONS AND WARRANTIES OF MORTGAGOR 10

Section 3.1 Incorporation of Note Documents 10

Section 3.2 Warranty of Title 10

Section 3.3 Condition of Mortgaged Property 10

Section 3.4 Charges 10

Article IV CERTAIN COVENANTS OF MORTGAGOR 11

Section 4.1 Payment and Performance 11

Section 4.2 Title 11

Section 4.3 Inspection 12

Section 4.4 Limitation on Liens; Transfer Restrictions 12

Section 4.5 Insurance 12

Article V CONCERNING ASSIGNMENT OF LEASES AND RENTS 12

Section 5.1 Present Assignment; License to the Mortgagor 12

Section 5.2 Collection of Rents by the Mortgagee 13

Section 5.3 Irrevocable Interest 13

Article VI TAXES AND CERTAIN STATUTORY LIENS 13

Section 6.1 Payment of Charges 13

Section 6.2 Stamp and Other Taxes 14

Section 6.3 Certain Tax Law Changes 14
Section 6.4 Proceeds of Tax Claim 14

Article VII CASUALTY EVENTS AND RESTORATION 14
Section 7.1 Casualty Event 14
Section 7.2 Condemnation 15
Section 7.3 Restoration 15

Article VIII EVENTS OF DEFAULT AND REMEDIES 15
Section 8.1 Remedies in Case of an Event of Default 15
Section 8.2 Sale of Mortgaged Property if Event of Default Occurs; Proceeds of Sale 16
Section 8.3 Additional Remedies in Case of an Event of Default 17
Section 8.4 Legal Proceedings After an Event of Default 18
Section 8.5 Remedies Not Exclusive 19

Article IX SECURITY AGREEMENT AND FIXTURE FILING 19
Section 9.1 Security Agreement 19
Section 9.2 Fixture Filing 20

Article X FURTHER ASSURANCES 20
Section 10.1 Recording Documentation to Assure Security 20
Section 10.2 Further Acts 21
Section 10.3 Additions to Mortgaged Property 21
Section 10.4 Additional Security 21

Article XI MISCELLANEOUS 22
Section 11.1 Mortgagee's Fees and Expenses; Indemnification 22
Section 11.2 Covenants to Run with the Land; Joint and Several 22
Section 11.3 No Merger 22
Section 11.4 Concerning Mortgagee 22
Section 11.5 Mortgagee May Perform; Mortgagee Appointed Attorney-in-Fact 23
Section 11.6 Continuing Security Interest; Assignment 24
Section 11.7 Termination; Release 24
Section 11.8 Modification in Writing 25
Section 11.9 Notices 25

Section 11.10 GOVERNING LAW; SERVICE OF PROCESS; WAIVER OF JURY TRIAL 25
Section 11.11 Severability of Provisions 26
Section 11.12 Relationship 26
Section 11.13 No Credit for Payment of Taxes or Impositions 26
Section 11.14 No Claims Against the Mortgagee 26
Section 11.15 Mortgagee's Rights 27
Section 11.16 Survival of Mortgage 28
Section 11.17 Conflicts with Indenture 28

Article XII LOCAL LAW PROVISIONS 29
Section 12.1 Maturity Date 29
Section 12.2 Receipt 29
Section 12.3 Surrender of Notes 29
Section 12.4 Receiver 29
Section 12.5 Foreclosure Proceedings With Redemption. 29
Section 12.6 Foreclosure Proceedings Without Redemption. 30
Section 12.7 Nonjudicial Foreclosure. 30

SCHEDULE A Legal Description

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "Mortgage"), dated as of July 30, 2015, made by **EXIDE TECHNOLOGIES** (the "Company"), a Delaware corporation and successor in interest to Exide Corporation, a Delaware corporation, having an office at 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004, Attention: General Counsel, as mortgagor, assignor and debtor (in such capacity and together with any successors in such capacities, the "Mortgagor"), in favor of **U.S. BANK NATIONAL ASSOCIATION** ("U.S. Bank"), having an office c/o Global Corporate Trust Services, 60 Livingston Avenue, St. Paul, Minnesota 55107-2292, not in its individual capacity, but solely in its capacity as Trustee and Collateral Agent under the Indenture for the Secured Parties (each as hereinafter defined), as mortgagee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Mortgagee").

RECITALS:

A. Pursuant to that certain First Lien Security Agreement dated as of April 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Company, U.S. Bank, as Administrative Agent (in such capacity, the "First Lien Collateral Agent"), and the Secured Parties (as such term is defined in the Security Agreement), the Secured Parties have agreed to make to or for the account of the Company certain financial accommodations available to the Company pursuant to the terms and conditions thereof. Capitalized terms used herein shall have meanings assigned to such terms in Section 1.1 herein.

B. Pursuant to that certain Indenture dated as of April 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), by and among the Company and U.S. Bank, in its capacity as trustee (in such capacity, together with its successors and assigns in such capacity, the "Indenture Trustee") and as First Lien Collateral Agent, on behalf of the Holders of the Notes (as defined below), pursuant to which the Company is issuing $272,141,224 aggregate principal amount of its 11% First Lien Senior Secured Notes due 2020 (such notes, together with any Additional Notes or Exchange Notes otherwise issued from time to time under the Indenture, in each case as amended, restated, supplemented or otherwise modified from time to time, the "Notes") upon the terms and subject to the conditions set forth therein.

C. In order to induce the Indenture Trustee to enter into the Indenture and to induce the Holder to accept the Notes, the Mortgagor has agreed to grant a continuing security interest in and to the Mortgaged Property (as defined herein) in order to secure the prompt and complete payment, observance and performance of the Secured Obligations.

D. Mortgagee has been appointed to serve as Collateral Agent under the Indenture and, in such capacity, is authorized and directed to enter into this Mortgage.

E. Following the date hereof, the Company may incur Permitted Additional Pari Passu Obligations which are secured equally and ratably with the Mortgagor's obligations in respect of the Notes in accordance with Section 31 of the Security Agreement.

F. Reference is made to the Intercreditor Agreement, dated as of April 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among (i) U.S. Bank, in its capacity as trustee and collateral agent (together with its successors and assigns in such capacities, the "Initial First Lien Note Agent") for the holders of the First Lien Debt (as such term is defined in the Intercreditor Agreement) from time to time and in its capacity as Note Control Agent (as such term is defined in the Intercreditor Agreement) for the Note Secured Parties (as such term is defined in the Intercreditor Agreement) and the ABL Secured Parties (as such term is defined in the Intercreditor Agreement), (ii) U.S. Bank, in its capacity as trustee and collateral agent (together with its successors and assigns in such capacities, the "Initial Second Lien Agent" and together with the Initial First Lien Note Agent, each an "Initial Note Agent") for the holders of the Second Lien Debt (as such term is defined in the Intercreditor Agreement) from time to time and (iii) Bank of America, National Association, in its capacities as administrative agent and collateral agent (together with its successors and assigns in such capacities, the "ABL Agent") for the parties from time to time to the ABL Agreement (as such term is defined in the Intercreditor Agreement) as lenders and certain other parties, and in its capacity as ABL Control Agent (as such term is defined in the Intercreditor Agreement), for the ABL Secured Parties and the Note Secured Parties. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Agent (as such term is defined in the Intercreditor Agreement) pursuant to this Mortgage and the exercise of any right or remedy by the Agent hereunder, in each case, with respect to the Collateral are subject to the limitations and provisions of the Intercreditor Agreement. In the event of any inconsistency between the terms or conditions of this Mortgage and the terms and conditions of the Intercreditor Agreement, the terms and conditions of the Intercreditor Agreement shall control.

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

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby covenants and agrees with the Mortgagee for the benefit of the Mortgagee and the other Secured Parties as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions.

A. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Indenture, including the following:

"Additional Notes"; "Affiliate"; "Collateral Agent"; "Event of Default"; "Holder"; "Indebtedness"; "Lien"; "Net Loss Proceeds"; "Permitted Liens"; "Person" and "Security Documents".

B. Notwithstanding the foregoing, the following capitalized terms shall have the meaning ascribed thereto in the Security Agreement:

"Additional Pari Passu Agent"; "Additional Pari Passu Agreement"; "Governmental Authority"; "Material Adverse Effect"; "Permitted Additional Pari Passu Obligations"; "Secured Obligations" and "Secured Parties".

C. As used in this Mortgage, the singular shall include the plural as the context requires and the following words and phrases shall have the following meanings: (a) "hereof," "herein," "hereto" and "hereunder" and words of similar import when used in this Mortgage shall refer to this Mortgage as a whole and not to any particular provision of this Mortgage, and Section, subsection and Schedule references are to this Mortgage unless otherwise specified; (b) "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation"; (c) "provisions" shall mean "provisions, terms, covenants and/or conditions"; (d) "obligation" shall mean "obligation, duty, covenant and/or condition"; and (e) "any of the Mortgaged Property" shall mean "the Mortgaged Property or any part thereof or interest therein." Any act that Mortgagee is permitted to perform hereunder may be performed at any time and from time to time by Mortgagee or any Person or entity designated by Mortgagee. Any act that is prohibited to Mortgagor hereunder is also prohibited to all lessees of any of the Mortgaged Property. Each appointment of Mortgagee as attorney-in-fact for Mortgagor under the Mortgage is irrevocable, with power of substitution and coupled with an interest. Subject to the applicable provisions hereof, Mortgagee has the right to refuse to grant its consent, approval or acceptance or to indicate its satisfaction, in accordance with the Indenture, whenever such consent, approval, acceptance or satisfaction is required hereunder.

D. The following terms in this Mortgage shall have the following meanings:

"ABL Agent" shall have the meaning ascribed to such term in Recital F hereof.

"Casualty Event" shall mean any loss of title or any loss of or damage to or destruction of, or any condemnation or other taking of the Mortgaged Property (including but not limited to any taking of all or any part of the Mortgaged Property in or by condemnation or other eminent domain proceedings pursuant to any law, or by reason of the temporary requisition of the use or occupancy of all or any part of the Mortgaged Property by any Governmental Authority, civil or military, or any settlement in lieu thereof).

"Charges" shall mean any and all present and future real estate, property and other taxes, assessments and special assessments, levies, fees, all water and sewer rents and charges and all other governmental charges imposed upon or assessed against, and all claims (including, without limitation, claims for landlords', carriers', mechanics', workmen's, repairmen's, laborer's, materialmen's, suppliers' and warehousemen's Liens and other claims arising by

operation of law), judgments or demands against, all or any portion of the Mortgaged Property or other amounts of any nature which, if unpaid, might result in or permit the creation of a Lien on the Mortgaged Property or which might result in foreclosure of all or any portion of the Mortgaged Property.

"Collateral" shall have the meaning ascribed to such term in Section 11.15(i) hereof.

"Condemnation" shall have the meaning ascribed to such term in Section 7.2 hereof.

"Contracts" shall mean, collectively, any and all right, title and interest of the Mortgagor in and to any and all contracts and other general intangibles relating to the Mortgaged Property and all reserves, deferred payments, deposits, refunds and claims of every kind, nature or character relating thereto.

"Fixtures" shall mean all machinery, apparatus, equipment, fittings, fixtures, improvements and articles of personal property of every kind, description and nature whatsoever now or hereafter attached or affixed to the Land or any other Improvement used in connection with the use and enjoyment of the Land or any other Improvement or the maintenance or preservation thereof, which by the nature of their location thereon or attachment thereto are real property or fixtures under the UCC or any other applicable law including, without limitation, to the extent such items constitute fixtures under the UCC or any other applicable law, all HVAC equipment, boilers, electronic data processing, telecommunications or computer equipment, refrigeration, electronic monitoring, power, waste removal, elevators, maintenance or other systems or equipment, utility systems, fire sprinkler and security systems, drainage facilities, lighting facilities, all water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone and other utility equipment and facilities, pipes, fittings and other items of every kind and description now or hereafter attached to or located on the Land.

"Flood Insurance Laws" means, collectively, (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance Reform Act of 1994 as now or hereafter in effect or any successor statute thereto and (iv) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto.

"Improvements" shall mean all buildings, structures and other improvements of every kind or description and any and all alterations now or hereafter located, attached or erected on the Land and owned by Mortgagor, including, without limitation, (i) all Fixtures, (ii) all attachments, railroad tracks, foundations, sidewalks, drives, roads, curbs, streets, ways, alleys, passages, passageways, sewer rights, parking areas, driveways, fences and walls and (iii) all materials now or hereafter located on the Land intended for the construction, reconstruction, repair, replacement, alteration, addition or improvement of or to such buildings, Fixtures, structures and improvements, all of which materials shall be deemed to be part of the Improvements immediately upon delivery thereof on the Land and to be part of the Improvements immediately upon their incorporation therein.

"Indenture" shall have the meaning ascribed to such term in Recital B hereof.

"Initial First Lien Note Agent" shall have the meaning ascribed to such term in Recital F hereof.

"Initial Note Agent" shall have the meaning ascribed to such term in Recital F hereof.

"Initial Second Lien Note Agent" shall have the meaning ascribed to such term in Recital F hereof.

"Insurance Policies" shall mean the insurance policies and coverages required to be maintained by the Mortgagor with respect to the Mortgaged Property pursuant to the Security Agreement.

"Intercreditor Agreement" shall have the meaning ascribed to such term in Recital F hereof.

"Land" shall mean the land described in Schedule A annexed to this Mortgage, together with all of the Mortgagor's reversionary rights in and to any and all easements, rights-of-way, strips and gores of land, waters, watercourses, water, mineral, gas, and oil rights and all power, air, light and other rights, estates, titles, interests, privileges, liberties, servitudes, licenses, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining thereto, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto and together with any greater or additional estate therein as may be acquired by the Mortgagor.

"Landlord" shall mean any landlord, lessor, sublandlord, sublessor, franchisor, licensor or grantor, as applicable.

"Landlord's Interest" shall have the meaning ascribed to such term in Section 2.2 hereof.

"Leases" shall mean, collectively, any and all interests of the Mortgagor, as Landlord, in all leases and subleases of space, tenancies, franchise agreements, licenses, occupancy or concession agreements now existing or hereafter entered into, whether or not of record, relating in any manner to the Premises and any and all amendments, modifications, supplements, replacements, extensions and renewals of any thereof, whether now in effect or hereafter coming into effect.

"Mortgage" shall have the meaning ascribed to such term in the Preamble hereof.

"Mortgaged Property" shall have the meaning ascribed to such term in Section 2.1 hereof.

"Mortgagee" shall have the meaning ascribed to such term in the Preamble hereof.

"Mortgagor" shall have the meaning ascribed to such term in the Preamble hereof.

"Note Documents" shall have the meaning ascribed to such term in the Intercreditor Agreement.

"Permit" shall mean any and all permits, certificates, approvals, authorizations, consents, licenses, variances, franchises or other instruments, however characterized, of any Governmental Authority (or any Person acting on behalf of a Governmental Authority) now or hereafter acquired or held, together with all amendments, modifications, extensions, renewals and replacements of any thereof issued or in any way furnished in connection with the Mortgaged Property including, without limitation, building permits, certificates of occupancy, environmental certificates, industrial permits or licenses and certificates of operation.

"Premises" shall mean, collectively, the Land and the Improvements.

"Proceeds" shall mean, collectively, any and all cash proceeds and noncash proceeds and shall include all (i) proceeds of the conversion, voluntary or involuntary, of any of the Mortgaged Property or any portion thereof into cash or liquidated claims, (ii) proceeds of any insurance, indemnity, warranty, guaranty or claim payable to the Mortgagee or to the Mortgagor from time to time with respect to any of the Mortgaged Property, (iii) payments (in any form whatsoever) made or due and payable to the Mortgagor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any portion of the Mortgaged Property by any Governmental Authority (or any Person acting on behalf of a Governmental Authority), (iv) products of the Mortgaged Property and (v) other amounts from time to time paid or payable under or in connection with any of the Mortgaged Property including, without limitation, refunds of real estate taxes and assessments, including interest thereon.

"Records" shall mean, collectively, any and all right, title and interest of the Mortgagor in and to any and all drawings, plans, specifications, file materials, operating and maintenance records, catalogues, tenant lists, correspondence, advertising materials, operating manuals, warranties, guarantees, appraisals, studies and data relating to the Mortgaged Property or the construction of any alteration relating to the Premises or the maintenance of any Permit.

"Rents" shall mean, collectively, any and all rents, additional rents, royalties, cash, guaranties, letters of credit, bonds, sureties or securities deposited under any Lease to secure performance of the Tenant's obligations thereunder, revenues, earnings, profits and income, advance rental payments, payments incident to assignment, sublease or surrender of a Lease, claims for forfeited deposits and claims for damages, now due or hereafter to become due, with respect to any Lease, any indemnification against, or reimbursement for, sums paid and costs and expenses incurred by the Mortgagor under any Lease or otherwise, and any award in the event of the bankruptcy of any Tenant under or guarantor of a Lease.

"Requirement of Law" shall mean, collectively, any and all requirements of any Governmental Authority including, without limitation, any and all orders, decrees, determinations, laws, treaties, ordinances, rules, regulations or similar statutes or case law.

"Secured Amount" shall have the meaning ascribed to such term in Section 2.5 hereof.

"Tenant" shall mean any tenant, lessee, sublessee, franchisee, licensee, grantee or obligee, as applicable.

"UCC" shall mean the Uniform Commercial Code as in effect on the date hereof in the state in which the Premises are located; provided, however, that if the creation, perfection or enforcement of any security interest herein granted is governed by the laws of any other state as to the matter in question, "UCC" shall mean the Uniform Commercial Code in effect in such state.

"UCC Collateral" shall mean that portion of the Mortgaged Property that constitutes personal property in which a security interest may be created under Article 9 of the UCC.

Section 1.2 Interpretation. The rules of construction set forth in Section 1.05 of the Indenture shall be applicable to this Mortgage *mutatis mutandis*.

ARTICLE II

GRANTS AND SECURED OBLIGATIONS

Section 2.1 Grant of Mortgaged Property. In order to secure the due and punctual payment and performance of all of the Secured Obligations for the benefit of the Secured Parties, subject to the terms of the Intercreditor Agreement with respect to the rights and remedies between the Mortgagee and Initial Second Lien Agent, the Mortgagor hereby grants, mortgages, bargains, sells, assigns, transfers and conveys to the Mortgagee, and hereby grants to the Mortgagee a security interest in and Lien upon, all of the Mortgagor's estate, right, title and interest in, to and under all of the following described property, whether now owned or held or hereafter acquired from time to time (collectively, the "Mortgaged Property"):

(i) Land;

(ii) Improvements;

(iii) Leases;

(iv) Rents;

(v) Permits;

(vi) Contracts;

(vii) Records; and

(viii) Proceeds.

TO HAVE AND TO HOLD the Mortgaged Property, together with all estate, right, title and interest of the Mortgagor and anyone claiming by, through or under the Mortgagor in and to the Mortgaged Property and all rights and appurtenances relating thereto, unto the Mortgagee, its successors and assigns, subject to Permitted Liens, for the benefit of the Secured Parties for the purpose of securing the payment and performance in full of all the Secured Obligations.

Notwithstanding the foregoing provisions of this Section 2.1, Mortgaged Property shall not include a grant of any of the Mortgagor's right, title or interest in any Contract or Permit (w) that validly prohibits the creation by the Mortgagor of a security interest therein or (x) to the extent, but only to the extent, that any Requirement of Law applicable thereto prohibits the creation of a security interest therein or (y) to the extent, but only to the extent, that such a grant would, under the terms of such Contract, result in a breach or termination of the terms of, or constitute a default under or termination of, such Contract or (z) any Permit to the extent, but only to the extent, that such grant would constitute or result in abandonment, invalidation or rendering unenforceable any right, title or interest of the Mortgagor therein; provided, however, that the right to receive any payment of money or any other right referred to in Sections 9-406(d), 9-407(a) or 9-408(a) of the UCC to the extent that such Sections are effective to limit the prohibitions described in clauses (w), (x), (y) and (z) of this Section 2.1 shall constitute Mortgaged Property hereunder; and provided, further, that at such time as any Contract or Permit described in clauses (w), (x), (y) and (z) of this Section 2.1 is no longer subject to such prohibition, such applicable Contract or Permit shall (without any act or delivery by any Person) constitute Mortgaged Property hereunder.

Provided further that, notwithstanding anything to the contrary contained in this granting clause or elsewhere in this Mortgage, the Mortgagor and the Mortgagee acknowledge and agree that:

(i) the Lien and security interest in the Mortgaged Property granted pursuant to that certain Second Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by the Company to the Initial Second Lien Agent, for the benefit of the Second Lien Secured Parties, is and shall be subject and subordinate to the Lien granted to the Mortgagee pursuant to this Mortgage. All rights and benefits afforded hereunder to the Secured Parties with respect to the Mortgaged Property and all rights and benefits afforded pursuant to the Second Lien Mortgage to the Second Lien Secured Parties are expressly subject to the terms and conditions of the Intercreditor Agreement; and

(ii) the Secured Parties' Liens and security interest in the Mortgaged Property constitute Liens and security interest separate and apart (and of a different class and claim) from the Second Lien Secured Parties' Liens and security interest in the Mortgaged Property.

Section 2.2 Assignment of Leases and Rents. As additional security for the payment and performance in full of the Secured Obligations and subject to the provisions of Article V hereof, the Mortgagor absolutely, presently, unconditionally and irrevocably assigns, transfers and sets over to the Mortgagee, and grants to the Mortgagee, all of the Mortgagor's estate, right, title, interest, claim and demand, as Landlord, under any and all of the Leases, including, without limitation, the following (such assigned rights, the "Landlord's Interest"):

(i) the immediate and continuing right to receive and collect Rents payable by the Tenants pursuant to the Leases;

(ii) all claims, rights, powers, privileges and remedies of the Mortgagor, whether provided for in the Leases or arising by statute or at law or in equity or otherwise, consequent on any failure on the part of the Tenants to perform or comply with any term of the Leases;

(iii) all rights to take all actions upon the happening of a default under the Leases as shall be permitted by the Leases or by law including, without limitation, the commencement, conduct and consummation of proceedings at law or in equity; and

(iv) the full power and authority, in the name of the Mortgagor or otherwise, to enforce, collect, receive and receipt for any and all of the foregoing and to take all other actions whatsoever which the Mortgagor, as Landlord, is or may be entitled to take under the Leases.

Section 2.3 Secured Obligations. This Mortgage secures, and the Mortgaged Property is collateral security for, the payment and performance in full when due of the Secured Obligations.

Section 2.4 Future Advances. This Mortgage shall secure all of the Secured Obligations including, without limitation, future advances whenever hereafter made with respect to or under the Indenture, any Additional Pari Passu Agreement or the other applicable Note Documents and shall secure not only Secured Obligations with respect to presently existing indebtedness under the Indenture, any Additional Pari Passu Agreement and the other Note Documents, but also any and all other indebtedness which may hereafter be owing by the Mortgagor to the Secured Parties under the Indenture, any Additional Pari Passu Agreement and the other Note Documents, however incurred, whether interest, discount or otherwise, and whether the same shall be deferred, accrued or capitalized, including future advances and re-advances, pursuant to the Indenture, any Additional Pari Passu Agreement or the other Note Documents, whether such advances are obligatory or to be made at the option of the Secured Parties, or otherwise, and any extensions, refinancings, modifications or renewals of all such Secured Obligations whether or not the Mortgagor executes any extension agreement or renewal instrument and, in each case, to the same extent as if such future advances were made on the date of the execution of this Mortgage.

Section 2.5 Maximum Amount of Indebtedness. The maximum aggregate amount of all indebtedness that is, or under any contingency may be, secured at the date hereof or at any time hereafter by this Mortgage is $2,090,000 (the "Secured Amount"), plus, to the extent permitted by applicable law, reasonable collection costs, sums advanced for the payment of taxes, assessments, maintenance and repair charges, insurance premiums and any other costs incurred to protect the security encumbered hereby or the Lien hereof, reasonable expenses incurred by the Mortgagee by reason of any default by the Mortgagor under the terms hereof, together with interest thereon at the interest rate provided in the Indenture and any Additional Pari Passu Agreement, all of which amount shall be secured hereby.

Section 2.6 Last Dollar Secured. So long as the aggregate amount of the Secured Obligations exceeds the Secured Amount, any payments and repayments of the Secured Obligations shall not be deemed to be applied against or to reduce the Secured Amount.

Section 2.7 No Release. Nothing set forth in this Mortgage shall relieve the Mortgagor from the performance of any term, covenant, condition or agreement on the Mortgagor's part to be performed or observed under or in respect of any of the Mortgaged Property or from any liability to any Person under or in respect of any of the Mortgaged Property or shall impose any obligation on the Mortgagee or any other Secured Party to perform or observe any such term, covenant, condition or agreement on the Mortgagor's part to be so performed or observed in respect of the Mortgaged Property or shall impose any liability on the Mortgagee or any other Secured Party for any act or omission on the part of the Mortgagor relating thereto or for any breach of any representation or warranty on the part of the Mortgagor contained in this Mortgage or any other Note Documents, or under or in respect of the Mortgaged Property or made in connection herewith or therewith. The obligations of the Mortgagor contained in this Section 2.7 shall survive the termination hereof and the discharge of the Mortgagor's other obligations under this Mortgage and the other Note Documents.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF MORTGAGOR

Section 3.1 Incorporation of Note Documents. The Mortgagor represents and warrants that each of the representations and warranties of the Company under and as contained in the applicable Note Documents are hereby incorporated herein in their entirety by this reference.

Section 3.2 Warranty of Title. The Mortgagor represents and warrants that it has good and marketable fee simple title to the Premises, good title or valid rights and interests in and to the balance of the Mortgaged Property and the Landlord's Interest under or in respect of the Leases, in each case subject to no Liens, except for Liens in favor of the Beneficiary pursuant to the Note Documents and Permitted Liens.

Section 3.3 Condition of Mortgaged Property. The Mortgagor represents and warrants that as of the date hereof, the Mortgagor has neither received any notice of nor has any actual knowledge of any disputes regarding boundary lines, location, encroachments or possession of any portions of the Mortgaged Property and has no actual knowledge of any state of facts that may exist which could give rise to any such claims whether or not recorded, other than any dispute or state of facts which would not reasonably be expected to have a Material Adverse Effect.

Section 3.4 Charges. The Mortgagor represents and warrants that all Charges that are due and payable imposed upon or assessed against the Property have been paid and discharged except to the extent (x) such Charges constitute a Permitted Lien, or (y) which are the subject of a good faith dispute and are being diligently contested in good faith by appropriate proceedings.

ARTICLE IV

CERTAIN COVENANTS OF MORTGAGOR

Section 4.1 Payment and Performance. Subject to any applicable notice and cure periods set forth in the Note Documents, the Mortgagor shall pay and perform the Secured Obligations in full as and when the same shall become due under the Note Documents and when they are required to be performed thereunder.

Section 4.2 Title. The Mortgagor shall

(i) protect, preserve and defend all its right, title and interest in the Mortgaged Property and title thereto;

(ii) (A) subject to any applicable notice, cure and/or grace periods, comply with each of the terms, conditions and provisions of any obligation of the Mortgagor which is secured by the Mortgaged Property or the noncompliance with which may result in the imposition of a Lien (except for Permitted Liens) on the Mortgaged Property, (B) forever warrant and defend to the Mortgagee the Lien and security interests created and evidenced hereby and the validity and first priority position hereof in any action or proceeding against the claims of any and all Persons whomsoever affecting or purporting to affect the Mortgaged Property or any of the rights of the Mortgagee hereunder subject to Permitted Liens, and (C) maintain this Mortgage as a valid and enforceable first priority mortgage Lien on the Mortgaged Property and, to the extent any of the Mortgaged Property shall consist of Fixtures or other personal property, a first priority security interest in such Fixtures and personal property which first priority Lien and security interest shall be subject only to Permitted Liens;

(iii) promptly upon obtaining knowledge of the pendency of any proceedings for the eviction of the Mortgagor from the Mortgaged Property or any part thereof by paramount title or otherwise questioning the Mortgagor's right, title and interest in, to and under the Mortgaged Property as warranted in this Mortgage, or of any condition that could give rise to any such proceedings, notify the Mortgagee thereof. The Mortgagee may participate in such proceedings and the Mortgagor will deliver or cause to be delivered to the Mortgagee all instruments requested by the Mortgagee to permit such participation. In any such proceedings, the Mortgagee may be represented by counsel satisfactory to the Mortgagee at the reasonable expense of the Mortgagor. If, upon the resolution of such proceedings, the Mortgagor shall suffer a loss of the Mortgaged Property or any part thereof or interest therein and title insurance Proceeds shall be payable in connection therewith, such Proceeds are hereby assigned to and shall, subject to the terms of the Indenture, be paid to the Mortgagee to be applied as Net Loss Proceeds to the payment of the Secured Obligations or otherwise in accordance with the provisions of the Indenture and any Additional Pari Passu Agreement; and

(iv) not initiate, join in or consent to any change in the zoning or any other permitted use classification of the Premises without the prior written consent of the Mortgagee unless such action would not reasonably be expected to have a Material Adverse Effect.

Section 4.3 Inspection. Subject to and in accordance with the terms of the Security Agreement, the Mortgagor shall permit the Mortgagee, and its agents, representative and employees, upon reasonable prior notice to the Mortgagor, to inspect the Mortgaged Property and all books and records located thereon; provided, that such inspections shall not materially interfere with the use and operation of the Mortgaged Property.

Section 4.4 Limitation on Liens; Transfer Restrictions.

(i) Except for the Permitted Liens and the Lien of this Mortgage, the Mortgagor may not, without the prior written consent of the Mortgagee, permit to exist or grant any Lien on all or any part of the Mortgaged Property or suffer or allow any of the foregoing to occur by operation of law or otherwise.

(ii) Except to the extent permitted by the Indenture, the Mortgagor may not, without the prior written consent of the Mortgagee, sell, convey, assign, lease or otherwise transfer all or any part of the Mortgaged Property.

Section 4.5 Insurance. The Mortgagor shall obtain and keep in full force and effect the Insurance Policies (including, without limitation, all flood insurance) required by the Security Agreement and any Additional Pari Passu Agreement pursuant to the terms thereof. Without limiting the preceding sentence, if any portion of any Mortgaged Property on which a Building (as defined in the Flood Insurance Laws) is located is at any time located in an area identified by the Federal Emergency Management Agency (or any successor agency) as a Special Flood Hazard Area with respect to which flood insurance is required under the National Flood Insurance Act of 1968 (as now or hereafter in effect or successor act thereto), then the Mortgagor shall maintain, or cause to be maintained, with a financially sound and reputable insurer, flood insurance in amounts and otherwise sufficient to comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and deliver to the Mortgagee evidence of such compliance in form and substance reasonably acceptable to the Mortgagee.

ARTICLE V

CONCERNING ASSIGNMENT OF LEASES AND RENTS

Section 5.1 Present Assignment; License to the Mortgagor.

(i) Section 2.2 of this Mortgage constitutes a present, absolute, effective, irrevocable and complete assignment by the Mortgagor to the Mortgagee of the Leases and Rents and the right, subject to applicable law, to collect all sums payable to the Mortgagor thereunder and apply the same as the Mortgagee may, in its sole discretion, determine to be reasonably appropriate to protect the security afforded by this Mortgage (including the payment of reasonable costs and expenses in connection with the maintenance, operation, improvement, insurance, taxes and upkeep of the Mortgaged Property), which is not conditioned upon the Mortgagee being in possession of the Premises. This assignment is an absolute assignment and not an assignment for additional security only. The Mortgagee hereby grants to the Mortgagor, however, a license to collect and apply the Rents and to enforce the obligations of Tenants under

the Leases. Immediately upon the occurrence of and during the continuance of any Event of Default, whether or not legal proceedings have commenced and without regard to waste, adequacy of security for the Secured Obligations or solvency of the Mortgagor, the license granted in the immediately preceding sentence shall automatically cease and terminate without any notice by the Mortgagee (such notice being hereby expressly waived by the Mortgagor to the extent permitted by applicable law), or any action or proceeding or the intervention of a receiver appointed by a court.

(ii) Without limitation of the absolute nature of the assignment of the Rents hereunder, the Mortgagor and the Mortgagee agree that (a) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of Title II of the United States Code, (b) the security interest created by this Mortgage extends to property of the Mortgagor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents, and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

Section 5.2 Collection of Rents by the Mortgagee.

(i) Any Rents receivable by the Mortgagee hereunder, after payment of all proper costs and expenses as the Mortgagee may, in its sole discretion, determine to be reasonably appropriate (including the payment of reasonable costs and expenses in connection with the maintenance, operation, improvement, insurance, taxes and upkeep of the Mortgaged Property), shall be applied in accordance with the provisions of the Indenture, any Additional Pari Passu Agreement and the Intercreditor Agreement. The Mortgagee shall be accountable to the Mortgagor only for Rents actually received by the Mortgagee. The collection of such Rents and the application thereof shall not cure or waive any Event of Default or waive, modify or affect notice of Event of Default or invalidate any act done pursuant to such notice.

(ii) The Mortgagor hereby irrevocably authorizes and directs the Tenant under each Lease to rely upon and comply with any and all notices or demands from the Mortgagee for payment of Rents to the Mortgagee, and the Mortgagor shall have no claim against any Tenant for Rents paid by such Tenant to the Mortgagee pursuant to such notice or demand.

Section 5.3 Irrevocable Interest. All rights, powers and privileges of the Mortgagee herein set forth are coupled with an interest and are irrevocable, subject to the terms and conditions hereof, and the Mortgagor shall not take any action under the Leases or otherwise which is inconsistent with this Mortgage or any of the terms hereof and any such action inconsistent herewith or therewith shall be void.

ARTICLE VI

TAXES AND CERTAIN STATUTORY LIENS

Section 6.1 Payment of Charges. Unless and to the extent contested by the Mortgagor in accordance with the provisions of the Indenture and any Additional Pari Passu Agreement, the Mortgagor shall pay and discharge, or cause to be paid and discharged, from

time to time prior to same becoming delinquent, all Charges. The Mortgagor shall, upon the Mortgagee's request, deliver to the Mortgagee receipts or other satisfactory evidence showing the payment of all such Charges.

Section 6.2 Stamp and Other Taxes. Unless and to the extent contested by the Mortgagor in accordance with the provisions of the Indenture, and any Additional Pari Passu Agreement, the Mortgagor shall pay any United States documentary stamp taxes, with interest and fines and penalties, and any mortgage recording taxes, with interest and fines and penalties, that may hereafter be levied, imposed or assessed under or upon or by reason hereof or the Secured Obligations or any instrument or transaction affecting or relating to either thereof, but specifically excluding any income tax or franchise tax of the Mortgagee, and in default thereof the Mortgagee may advance the same and the amount so advanced shall be payable by the Mortgagor to the Mortgagee in accordance with the provisions of Section 7.07 of the Indenture.

Section 6.3 Certain Tax Law Changes. In the event of the passage after the date hereof of any law deducting from the value of real property, for the purpose of taxation, amounts in respect of any Lien thereon or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes or the manner of the collection of any taxes, and imposing any taxes, either directly or indirectly, on this Mortgage or any other Note Documents, the Mortgagor shall promptly pay to the Mortgagee such amount or amounts as may be necessary from time to time to pay any such taxes, assessments or other charges resulting therefrom; provided, that if any such payment or reimbursement shall be unlawful or taxable to the Mortgagee, or would constitute usury or render the indebtedness wholly or partially usurious under applicable law, the Mortgagor shall pay or reimburse the Mortgagee for payment of the lawful and non-usurious portion thereof.

Section 6.4 Proceeds of Tax Claim. In the event that the Proceeds of any tax claim are paid after the Mortgagee has exercised its right to foreclose the Lien hereof, such Proceeds shall be paid to the Mortgagee to satisfy any deficiency remaining after such foreclosure. The Mortgagee shall retain its interest in the Proceeds of any tax claim during any redemption period. The amount of any such Proceeds in excess of any deficiency claim of the Mortgagee shall in a reasonably prompt manner be released to the Mortgagor.

ARTICLE VII

CASUALTY EVENTS AND RESTORATION

Section 7.1 Casualty Event. If there shall occur any Casualty Event (or, in the case of any condemnation, taking or other proceeding in the nature thereof, upon the occurrence thereof or notice of the commencement of any proceedings therefor), the Mortgagor shall promptly send to the Mortgagee a written notice setting forth the nature and extent thereof. Subject to the terms of the Indenture, the Proceeds payable in respect of any such Casualty Event are hereby assigned and shall be paid to the Mortgagee. The Net Loss Proceeds of each Casualty Event shall be applied, allocated and distributed in accordance with the provisions of the Indenture, any Additional Pari Passu Agreement and the Intercreditor Agreement.

Section 7.2 Condemnation. In the case of any material taking, condemnation or other proceeding in the nature thereof (a "Condemnation"), the Mortgagee may, at its option, participate in any proceedings or negotiations which might result in any Condemnation and the Mortgagor shall deliver or cause to be delivered to the Mortgagee all instruments reasonably requested by it to permit such participation. The Mortgagee may be represented by counsel satisfactory to it at the reasonable expense of the Mortgagor in connection with any such participation. The Mortgagor shall pay all reasonable fees, costs and expenses incurred by the Mortgagee in connection therewith and in seeking and obtaining any award or payment on account thereof. The Mortgagor shall take all steps necessary to notify the condemning authority of such participation. For the purposes of this Section 7.2, a Condemnation shall be deemed "material" if such Condemnation would cause (x) an impairment of the ability to use the Property for its current use or (y) a diminution in the fair market value of the Property (excluding any *de minimis* diminution).

Section 7.3 Restoration. In the event the Mortgagor is permitted or required to perform any restoration in accordance with the provisions of the Indenture and any Additional Pari Passu Agreement, the Mortgagor shall complete such restoration in accordance with provisions thereof; provided, however, the Mortgagor shall not be obligated to so restore unless in each instance, Mortgagee agrees to make available to the Mortgagor the Proceeds of any such Casualty Event.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.1 Remedies in Case of an Event of Default. If any Event of Default shall have occurred and be continuing, the Mortgagee may at its option, in addition to any other action permitted under this Mortgage, the Indenture, any Additional Pari Passu Agreement or any other Note Documents or by law, statute or in equity, take one or more of the following actions to the greatest extent permitted by local law:

(i) personally, or by its agents or attorneys, (A) enter into and upon and take possession of all or any part of the Premises together with the books, records and accounts of the Mortgagor relating thereto and exclude the Mortgagor, its agents and servants wholly therefrom, (B) use, operate, manage and control the Premises and conduct the business thereof, (C) maintain and restore the Premises, (D) make all necessary or proper repairs, renewals and replacements and such useful alterations thereto and thereon as the Mortgagee may deem advisable, (E) manage, lease and operate the Premises and carry on the business thereof and exercise all rights and powers of the Mortgagor with respect thereto either in the name of the Mortgagor or otherwise or (F) collect and receive all Rents. The Mortgagee shall be under no liability for or by reason of any such taking of possession, entry, removal or holding, operation or management except that any amounts so received by the Mortgagee shall be applied in accordance with the provisions of the Indenture and any Additional Pari Passu Agreement;

(ii) with or without entry, personally or by its agents or attorneys, (A) sell the Mortgaged Property and all estate, right, title and interest, claim and demand therein at one or more sales in one or more parcels, in accordance with the provisions of Section 8.2 hereof

or (B) institute and prosecute proceedings for the complete or partial foreclosure of the Lien and security interests created and evidenced hereby; or

(iii) take such steps to protect and enforce its rights whether by action, suit or proceeding at law or in equity for the specific performance of any covenant, condition or agreement in the Indenture, any Additional Pari Passu Agreement and the other applicable Note Documents, or in aid of the execution of any power granted in this Mortgage, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as the Mortgagee shall elect.

Section 8.2 Sale of Mortgaged Property if Event of Default Occurs; Proceeds of Sale.

(i) If any Event of Default shall have occurred and be continuing, the Mortgagee may institute an action to foreclose this Mortgage or take such other action as may be permitted and available to the Mortgagee at law or in equity for the enforcement of the Indenture and any Additional Pari Passu Agreement and realization on the Mortgaged Property and Proceeds thereon through power of sale (if then available under applicable law) or to final judgment and execution thereof for the Secured Obligations, and in furtherance thereof the Mortgagee may sell the Mortgaged Property at one or more public sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law or statute or in equity. To the extent permitted by applicable law, the Mortgagee may execute and deliver to the purchaser at such sale a conveyance of the Mortgaged Property in fee simple or otherwise, as appropriate, and an assignment or conveyance of all the Landlord's Interest in the Leases and the Mortgaged Property, each of which conveyances and assignments shall contain recitals as to the Event of Default upon which the execution of the power of sale herein granted depends, and the Mortgagor hereby constitutes and appoints the Mortgagee the true and lawful attorney in fact of the Mortgagor to make any such recitals, sale, assignment and conveyance, and all of the acts of the Mortgagee as such attorney in fact are hereby ratified and confirmed. The Mortgagor agrees that such recitals shall be binding and conclusive upon the Mortgagor and that any assignment or conveyance to be made by the Mortgagee shall divest the Mortgagor of all right, title, interest, equity and right of redemption, including any statutory redemption, in and to the Mortgaged Property. The power and agency hereby granted are coupled with an interest and are irrevocable by death or dissolution, or otherwise, and are in addition to any and all other remedies which the Mortgagee may have hereunder, at law or in equity. So long as the Secured Obligations, or any part thereof, remain unpaid, the Mortgagor agrees that possession of the Mortgaged Property by the Mortgagor, or any Person claiming under the Mortgagor, shall be as tenant, and, in case of a sale under power or upon foreclosure as provided in this Mortgage, the Mortgagor and any Person in possession under the Mortgagor, as to whose interest such sale was not made subject, shall, at the option of the purchaser at such sale, then become and be tenants holding over, and shall forthwith deliver possession to such purchaser, or be summarily dispossessed in accordance with the laws applicable to tenants holding over. In case of any sale under this Mortgage by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceeding or otherwise, the Mortgaged Property may be sold as an entirety or in separate parcels in such manner or order as the Mortgagee in its sole discretion may elect. To the extent permitted by applicable law, one or more exercises of powers herein granted shall not extinguish or exhaust

such powers, until the entire Mortgaged Property is sold or all amounts secured hereby are paid in full.

(ii) The Proceeds of any sale made under or by virtue of this Article VIII, together with any other sums which then may be held by the Mortgagee under this Mortgage, whether under the provisions of this Article VIII or otherwise, shall be applied in accordance with the provisions of the Indenture, any Additional Pari Passu Agreement and the Intercreditor Agreement.

(iii) To the extent permitted by applicable law, the Mortgagee (on behalf of any Secured Party or on its own behalf) or any Secured Party may bid for and acquire the Mortgaged Property or any part thereof at any sale made under or by virtue of this Article VIII and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting against the purchase price the unpaid amounts (whether or not then due) owing to the Mortgagee, or such Secured Party in respect of the Secured Obligations, after deducting from the sales price the expense of the sale and the reasonable costs of the action or proceedings and any other sums that the Mortgagee or such Secured Party is authorized to deduct under this Mortgage.

(iv) To the extent permitted by applicable law, the Mortgagee may adjourn from time to time any sale by it to be made under or by virtue hereof by announcement at the time and place appointed for such sale or for such adjourned sale or sales, and, the Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(v) If the Premises are comprised of more than one parcel of land, the Mortgagee may take any of the actions authorized by this Section 8.2 in respect of any number of individual parcels.

Section 8.3 Additional Remedies in Case of an Event of Default.

(i) To the extent permitted by applicable law, the Mortgagee shall be entitled to recover judgment as aforesaid either before, after or during the pendency of any proceedings for the enforcement of the provisions hereof and, the right of the Mortgagee to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions hereof, or the foreclosure of, or absolute conveyance pursuant to, this Mortgage. In case of proceedings against the Mortgagor in insolvency or bankruptcy or any proceedings for its reorganization or involving the liquidation of its assets, the Mortgagee shall be entitled to prove the whole amount of principal and interest and other payments, charges and costs due in respect of the Secured Obligations to the full amount thereof without deducting therefrom any Proceeds obtained from the sale of the whole or any part of the Mortgaged Property; provided, however, that in no case shall the Mortgagee receive a greater amount than the aggregate of such principal, interest and such other payments, charges and costs (with interest) from the Proceeds of the sale of the Mortgaged Property and the distribution from the estate of the Mortgagor.

(ii) Any recovery of any judgment by the Mortgagee and any levy of any execution under any judgment upon the Mortgaged Property, to the extent the Secured

Obligations are not, or are not deemed to be, paid in full by such execution, shall not affect in any manner or to any extent the Lien and security interests created and evidenced hereby upon the Mortgaged Property or any part thereof, or any conveyances, powers, rights and remedies of the Mortgagee hereunder, but such conveyances, powers, rights and remedies shall continue unimpaired as before.

(iii) Any monies collected by the Mortgagee under this Section 8.3 shall be applied in accordance with the provisions of the Indenture, any Additional Pari Passu Agreement and the Intercreditor Agreement.

Section 8.4 Legal Proceedings After an Event of Default.

(i) After the occurrence and during the continuance of any Event of Default and immediately upon the commencement of any action, suit or legal proceedings to obtain judgment for the Secured Obligations or any part thereof, or of any proceedings to foreclose the Lien and security interest created and evidenced hereby or otherwise enforce the provisions hereof or of any other proceedings in aid of the enforcement hereof, the Mortgagor shall enter its voluntary appearance in such action, suit or proceeding.

(ii) Upon the occurrence and during the continuance of an Event of Default, the Mortgagee shall be entitled forthwith as a matter of right, concurrently or independently of any other right or remedy hereunder either before or after declaring the Secured Obligations or any part thereof to be due and payable, to the appointment of a receiver without giving notice to any party and without regard to the adequacy or inadequacy of any security for the Secured Obligations or the solvency or insolvency of any Person or entity then legally or equitably liable for the Secured Obligations or any portion thereof or the existence of any deficiency judgment. The Mortgagor hereby consents to the appointment of such receiver. To the extent permitted by applicable law, notwithstanding the appointment of any receiver, the Mortgagee shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by or payable or deliverable under the terms of the Indenture, any Additional Pari Passu Agreement or the other applicable Note Documents to the Mortgagee.

(iii) The Mortgagor shall not (A) at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of any stay or extension or moratorium law, any exemption from execution or sale of the Mortgaged Property or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance hereof, (B) claim, take or insist on any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales of the Mortgaged Property which may be made pursuant to this Mortgage, or pursuant to any decree, judgment or order of any court of competent jurisdiction or (C) after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the property so sold or any part thereof. To the extent permitted by applicable law, the Mortgagor hereby expressly (A) waives all benefit or advantage of any such law or laws, including, without limitation, any statute of limitations applicable to this Mortgage, (B) waives any and all rights to trial by jury in any action or proceeding related to the enforcement hereof, (C) waives any objection which it may now or hereafter have to the laying of venue of any action, suit or proceeding brought in connection with

this Mortgage and further waives and agrees not to plead that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum and (D) covenants not to hinder, delay or impede the execution of any power granted or delegated to the Mortgagee by this Mortgage but to suffer and permit the execution of every such power as though no such law or laws had been made or enacted. The Mortgagee shall not be liable for any incorrect or improper payment made pursuant to this Article VIII in the absence of gross negligence or willful misconduct.

Section 8.5 Remedies Not Exclusive. No remedy conferred upon or reserved to the Mortgagee by this Mortgage 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 under this Mortgage or now or hereafter existing at law or in equity. Any delay or omission of the Mortgagee to exercise any right or power accruing on any Event of Default shall not impair any such right or power and shall not be construed to be a waiver of or acquiescence in any such Event of Default. To the extent permitted by applicable law, every power and remedy given by this Mortgage may be exercised from time to time concurrently or independently, when and as often as may be deemed expedient by the Mortgagee in such order and manner as the Mortgagee, in its sole discretion, may elect. If the Mortgagee accepts any monies required to be paid by the Mortgagor under this Mortgage after the same become due, such acceptance shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums secured by this Mortgage or to declare an Event of Default with regard to subsequent defaults. If the Mortgagee accepts any monies required to be paid by the Mortgagor under this Mortgage in an amount less than the sum then due, such acceptance shall be deemed an acceptance on account only and on the condition that it shall not constitute a waiver of the obligation of the Mortgagor to pay the entire sum then due, and the Mortgagor's failure to pay the entire sum then due shall be and continue to be a default hereunder notwithstanding acceptance of such amount on account.

ARTICLE IX

SECURITY AGREEMENT AND FIXTURE FILING

Section 9.1 Security Agreement. To the extent the Mortgaged Property consists of UCC Collateral or items of personal property which are or are to become Fixtures under applicable law, this Mortgage shall also be construed as a security agreement under the UCC. The Mortgagor, in order to secure the due and punctual payment and performance of the Secured Obligations, hereby grants to the Mortgagee for its benefit and for the benefit of the Secured Parties, a security interest in and to such UCC Collateral and Fixtures. Upon and during the continuance of an Event of Default, the Mortgagee shall be entitled with respect to the UCC Collateral and Fixtures to exercise all remedies hereunder or any other Note Documents or available under the UCC with respect thereto and all other remedies available under applicable law. Without limiting the foregoing, the UCC Collateral and Fixtures may, at the Mortgagee's option, (i) be sold hereunder together with any sale of any portion of the Mortgaged Property or otherwise, (ii) be sold separately pursuant to the UCC, or (iii) be dealt with by the Mortgagee in any other manner permitted under applicable law. The Mortgagee may require the Mortgagor to assemble the UCC Collateral and Fixtures and make it available to the Mortgagee at a place to be designated by the Mortgagee. The Mortgagor acknowledges and agrees that a disposition of

such collateral in accordance with the Mortgagee's rights and remedies in respect to the Mortgaged Property as heretofore provided is a commercially reasonable disposition thereof; provided, however, that the Mortgagee shall give the Mortgagor not less than ten (10) days' prior notice of the time and place of any intended disposition.

Section 9.2 Fixture Filing. To the extent that the Mortgaged Property includes items of personal property which are or are to become fixtures under applicable law, and to the extent permitted under applicable law, the filing hereof in the real estate records of the county in which such Mortgaged Property is located shall also operate from the date of such recording as a fixture filing with respect to such Mortgaged Property, and the following information is applicable for the purpose of such filing, to wit:

Name and Address of the debtor:	**Name and Address of the secured party:**
The Mortgagor having the address described in the Preamble hereof. The Mortgagor is a corporation organized under the laws of the State of Delaware whose Organization Number is 0649626.	The Mortgagee having the address described in the Preamble hereof, from which address information concerning the security interest may be obtained.
This Financing Statement covers the following types or items of property: The Mortgaged Property. This instrument covers goods or items of personal property which are or are to become fixtures upon the property. The Mortgagor is the record owner of the Land.	

In addition, the Mortgagor hereby authorizes the Mortgagee to file appropriate financing and continuation statements under the UCC in effect in the jurisdiction in which the Mortgaged Property is located or where the Mortgagor is located/organized or any other applicable jurisdiction as may be required by law in order to create, establish, preserve and protect the Liens and security interests intended to be granted to the Mortgagee pursuant to this Mortgage in the Mortgaged Property.

ARTICLE X

FURTHER ASSURANCES

Section 10.1 Recording Documentation to Assure Security. The Mortgagor shall, forthwith after the execution and delivery hereof and thereafter, from time to time, cause this Mortgage and any financing statement, continuation statement or similar instrument relating to any of the Mortgaged Property or to any property intended to be subject to the Lien hereof or the security interests created hereby to be filed, registered and recorded in such manner and in such places as may be required by any present or future law and shall take

such actions as the Mortgagee shall reasonably deem necessary in order to publish notice of and fully to protect the validity and priority of the Liens, assignment, and security interests purported to be created upon the Mortgaged Property and the interest and rights of the Mortgagee therein. The Mortgagor shall pay or cause to be paid all taxes and fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment thereof, and of any instrument of further assurance, and all Federal or state stamp taxes or other taxes, duties and charges arising out of or in connection with the execution and delivery of such instruments.

Section 10.2 Further Acts. The Mortgagor shall, at the sole cost and expense of the Mortgagor, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers, financing statements, continuation statements, instruments and assurances as the Mortgagee shall from time to time reasonably request, which may be necessary in the reasonable judgment of the Mortgagee from time to time to assure, perfect, convey, assign, mortgage, transfer and confirm unto the Mortgagee, the property and rights hereby conveyed or assigned or which the Mortgagor may be or may hereafter become bound to convey or assign to the Mortgagee or for carrying out the intention or facilitating the performance of the terms hereof or the filing, registering or recording hereof. Without limiting the generality of the foregoing, in the event that the Mortgagee desires to exercise any remedies, consensual rights or attorney-in-fact powers set forth in this Mortgage and reasonably determines it necessary to obtain any approvals or consents of any Governmental Authority or any other Person therefor, then, upon the reasonable request of the Mortgagee, the Mortgagor agrees to use commercially reasonable efforts to assist and aid the Mortgagee to obtain as soon as practicable any necessary approvals or consents for the exercise of any such remedies, rights and powers. In the event the Mortgagor shall fail after demand to execute any instrument or take any action required to be executed or taken by the Mortgagor under this Section 10.2, the Mortgagee may execute or take the same as the attorney-in-fact for the Mortgagor, such power of attorney being coupled with an interest and being irrevocable until the Secured Obligations have been satisfied and this Mortgage is terminated.

Section 10.3 Additions to Mortgaged Property. All right, title and interest of the Mortgagor in and to all extensions, amendments, relocations, restakings, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property hereafter acquired by or released to the Mortgagor or constructed, assembled or placed by the Mortgagor upon the Premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case without any further mortgage, conveyance, assignment or other act by the Mortgagor, shall become subject to the Lien and security interest of this Mortgage as fully and completely and with the same effect as though now owned by the Mortgagor and specifically described in the grant of the Mortgaged Property above, but at any and all times the Mortgagor will execute and deliver to the Mortgagee any and all such further assurances, mortgages, conveyances or assignments thereof as the Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the Lien and security interest of this Mortgage.

Section 10.4 Additional Security. Without notice to or consent of the Mortgagor and without impairment of the Lien and rights created by this Mortgage, the

Mortgagee may accept (but the Mortgagor shall not be obligated to furnish) from the Mortgagor or from any other Person, additional security for the Secured Obligations. Neither the giving hereof nor the acceptance of any such additional security shall prevent the Mortgagee from resorting, first, to such additional security, and, second, to the security created by this Mortgage without affecting the Mortgagee's Lien and rights under this Mortgage.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Mortgagee's Fees and Expenses; Indemnification. The parties hereto agree that the Mortgagee shall be entitled to reimbursement of its reasonable expenses incurred hereunder and indemnification as provided in Section 7.07 of the Indenture.

Section 11.2 Covenants to Run with the Land; Joint and Several. All of the grants, covenants, terms, provisions and conditions in this Mortgage shall run with the Land and the Mortgagor's interest therein and shall apply to, and bind the successors and assigns of, the Mortgagor. If there shall be more than one mortgagor with respect to the Mortgaged Property, all such Mortgagors' covenants, warranties and undertakings hereunder shall be joint and several.

Section 11.3 No Merger. The rights and estate created by this Mortgage shall not, under any circumstances, be held to have merged into any other estate or interest now owned or hereafter acquired by the Mortgagee unless the Mortgagee shall have consented to such merger in writing.

Section 11.4 Concerning Mortgagee.

(i) The Mortgagee has been appointed as Collateral Agent pursuant to the Indenture. The actions of the Mortgagee hereunder are subject to the provisions of the Indenture, the Security Agreement and any Additional Pari Passu Agreement. The Mortgagee shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking action (including, without limitation, the release or substitution of the Mortgaged Property), in accordance with this Mortgage, the Indenture and any Additional Pari Passu Agreement. The Mortgagee may employ agents and attorneys-in-fact in connection herewith and shall not be liable for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith; provided, however, that the foregoing disclaimer of liability shall not apply to the gross negligence or intentional misconduct of such agents or attorneys-in-fact. The Mortgagee may resign and a successor Mortgagee may be appointed in the manner provided in the Indenture and any Additional Pari Passu Agreement. Upon the acceptance of any appointment as the Mortgagee by a successor Mortgagee, that successor Mortgagee shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Mortgagee under this Mortgage, and the retiring Mortgagee shall thereupon be discharged from its duties and obligations under this Mortgage. After any retiring Mortgagee's resignation, the provisions hereof shall inure to its benefit as to any actions taken or omitted to be taken by it under this Mortgage while it was the Mortgagee.

(ii) The Mortgagee shall exercise reasonable care in the custody and preservation of the Mortgaged Property in its possession. It being understood that neither the Mortgagee nor any of the Secured Parties shall have responsibility for taking any necessary steps to preserve rights against any Person with respect to any Mortgaged Property.

(iii) The Mortgagee shall be entitled to rely upon any written notice, statement, certificate, order or other document believed by it to be genuine and correct and to have been signed, sent or made by the proper Person, and, with respect to all matters pertaining to this Mortgage and its duties hereunder, upon advice of counsel selected by it.

(iv) The Mortgagee may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with the Mortgagor or any Affiliate of the Mortgagor to the same extent as if the Mortgagee were not acting as Collateral Agent.

(v) If any portion of the Mortgaged Property also constitutes collateral granted by the Company or any Guarantor to the Mortgagee to secure the Secured Obligations under any other deed of trust, mortgage, security agreement, pledge or instrument of any type, in the event of any conflict between the provisions hereof and the provisions of such other deed of trust, mortgage, security agreement, pledge or instrument of any type in respect of such collateral, the Mortgagee, in its sole discretion, shall select which provision or provisions shall control, unless the Mortgaged Property to which such conflict relates constitutes personal property, in which case the provisions of the Security Agreement shall control.

(vi) The Mortgagee shall not be deemed to have constructive notice or knowledge of the occurrence of any Event of Default unless and until the Mortgagee shall have received a notice of Event of Default or a notice from the Indenture Trustee or the Secured Parties to the Mortgagee in its capacity as Collateral Agent indicating that an Event of Default has occurred. The Mortgagee shall have no obligation either prior to or after receiving such notice to inquire whether an Event of Default has, in fact, occurred and shall be entitled to rely conclusively, and shall be fully protected in so relying, on any notice so furnished to it.

Section 11.5 Mortgagee May Perform; Mortgagee Appointed Attorney-in-Fact. If the Mortgagor shall fail to perform any covenants contained in this Mortgage (including, without limitation, the Mortgagor's covenants to (i) pay the premiums in respect of all required insurance policies hereunder or under the Security Agreement and any Additional Pari Passu Agreement, (ii) pay Charges, (iii) make repairs, (iv) discharge Liens or (v) pay or perform any obligations of the Mortgagor under any Mortgaged Property) or if any representation or warranty on the part of the Mortgagor contained herein shall be breached, then upon and during the continuation of an Event of Default, the Mortgagee may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach, and may expend funds for such purpose; provided, however, that the Mortgagee shall in no event be bound to inquire into the validity of any tax, Lien, imposition or other obligation which the Mortgagor fails to pay or perform as and when required hereby and which the Mortgagor does not contest in accordance with the provisions of the Indenture and any Additional Pari Passu Agreement. Any and all amounts so expended by the Mortgagee shall be paid by the Mortgagor in accordance with the provisions of Section 7.07 of the Indenture and any Additional Pari Passu Agreement

and repayment shall be secured by this Mortgage. Neither the provisions of this Section 11.5 nor any action taken by the Mortgagee pursuant to the provisions of this Section 11.5 shall prevent any such failure to observe any covenant contained in this Mortgage nor any breach of warranty from constituting an Event of Default. The Mortgagor hereby irrevocably appoints the Mortgagee its attorney-in-fact, with full authority in the place and stead of the Mortgagor and in the name of the Mortgagor or otherwise, at such time as an Event of Default has occurred and is continuing under the Indenture, to take any action and to execute any instrument which the Mortgagee may reasonably deem necessary or advisable to accomplish the purposes of this Mortgage (but the Mortgagee shall not be obligated to and shall have no liability to the Mortgagor or any third party for failure to so do or take action). To the extent permitted by law, the Mortgagor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Mortgage is terminated.

Section 11.6 Continuing Security Interest; Assignment. This Mortgage shall create a continuing Lien on and security interest in the Mortgaged Property and shall (a) remain in full force and effect until the Secured Obligations have been paid in full in accordance with the provisions of the Indenture and each Additional Pari Passu Agreement, if any, (b) be binding upon the Mortgagor, and its respective successors and assigns, and (c) inure to the benefit of, and be enforceable by, the Mortgagee, and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Holder and any holder of any Permitted Additional Pari Passu Obligations may, in accordance with the provisions of the Indenture or the applicable Additional Pari Passu Agreement, assign or otherwise transfer all or any portion of its rights and obligations thereunder to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Holder or the holder herein or otherwise.

Section 11.7 Termination; Release. Upon payment in full of the Secured Obligations in accordance with the provisions of the Indenture and each Additional Pari Passu Agreement, if any, the Lien on the Mortgaged Property granted hereby shall terminate and all rights to the Mortgaged Property shall revert to the Mortgagor. At such time, the Mortgagee will execute, deliver and authorize the filing of appropriate termination statements or releases to terminate this Mortgage at the request of, and as prepared by, Mortgagor. No transfer or renewal, extension or assignment of this Mortgage or of the Indenture, any other Security Document or any Additional Pari Passu Agreement, or any other instrument or document executed and delivered by the Mortgagor to the Mortgagee, nor the taking of further security, nor the retaking or re-delivery of the Mortgaged Property to the Mortgagor by the Mortgagee, nor any other act of a Secured Party, or any of them, shall release the Mortgagor from any obligation, except a release or discharge executed in writing by the Mortgagee in accordance with the provisions of the Indenture and any applicable Additional Pari Passu Agreement. The Mortgagee shall not by any act, delay, omission or otherwise, be deemed to have waived any of its rights or remedies hereunder, unless such waiver is in writing and signed by the Mortgagee and then only to the extent therein set forth. A waiver by the Mortgagee of any right or remedy on any occasion shall not be construed as a bar to the exercise of any such right or remedy which the Mortgagee would otherwise have had on any other occasion. The Lien on the Mortgaged Property created hereby securing the Secured Obligations arising under the Notes will be released, in whole or in part, as provided in Section 11.03 of the Indenture. The Lien on the

Mortgaged Property created hereby securing the Permitted Additional Pari Passu Obligations of any series will be released, in whole or in part, as provided in Additional Pari Passu Agreement governing such obligations.

Section 11.8 Modification in Writing. THIS MORTGAGE, TOGETHER WITH THE INDENTURE AND THE OTHER SECURITY DOCUMENTS, REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES. No waiver of any provision of this Mortgage, and no consent to any departure by the Mortgagor herefrom, shall in any event be effective unless the same shall be made in accordance with the terms of the Indenture and unless in writing and signed by the Mortgagee, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No amendment of any provision of this Mortgage shall be effective unless the same shall be in writing and signed by the Mortgagee and the Mortgagor.

Section 11.9 Notices. All notices and other communications provided for hereunder shall be given in the form and manner and delivered to the Mortgagee at its address specified in the Indenture, to the Mortgagor at the address of the Company specified in the Indenture and in the case of any Additional Pari Passu Agent, at the address specified in the applicable Additional Pari Passu Agreement or the applicable Additional Pari Passu Joinder Agreement, as applicable, or, as to any party, at such other address as shall be designated by such party in a written notice to the other party. The Mortgagor shall notify the Mortgagee in writing, promptly after the Mortgagor obtaining knowledge thereof, of any of the following that affects the Mortgagor: any environmental release on any Mortgaged Property, which environmental release could reasonably be expected to have a Material Adverse Effect; or receipt of any environmental notice with respect to any Mortgaged Property, if an adverse resolution could reasonably be expected to have a Material Adverse Effect. In the event of any change by the Mortgagor of (i) the Mortgagor's legal name, (ii) the Mortgagor's jurisdiction of organization, (iii) the Mortgagor's organizational identification number, if any, or (iv) the Mortgagor's chief executive office, the Mortgagor will notify the Mortgagee thereof within 30 days and will cause such amendments to this Mortgagor or other filings or registrations relating to the Mortgaged Property as may be required to maintain the perfection and priority of Mortgagee's Lien on the Mortgaged Property of the Mortgagor.

Section 11.10 GOVERNING LAW; SERVICE OF PROCESS; WAIVER OF JURY TRIAL. THIS MORTGAGE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS MORTGAGE SHALL BE TRIED AND LITIGATED ONLY IN THE COUNTY OF THE STATE IN WHICH THE PREMISES ARE LOCATED AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS, LOCATED IN THE COUNTY WHERE THE PREMISES ARE LOCATED; **PROVIDED, HOWEVER, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY MORTGAGED PROPERTY MAY BE BROUGHT, AT THE MORTGAGEE'S OPTION, IN THE**

COURTS OF ANY JURISDICTION WHERE THE MORTGAGEE ELECTS TO BRING SUCH ACTION OR WHERE SUCH MORTGAGED PROPERTY MAY BE FOUND. THE MORTGAGOR AND THE MORTGAGEE WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF *FORUM NON CONVENIENS* OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 11.10.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MORTGAGEE AND THE MORTGAGOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS MORTGAGE OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. THE MORTGAGOR AND THE MORTGAGEE REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS MORTGAGE MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Section 11.11 Severability of Provisions. Any provision hereof which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction.

Section 11.12 Relationship. The relationship of the Mortgagee to the Mortgagor hereunder is strictly and solely that of lender and borrower and mortgagor and mortgagee and nothing contained in the Indenture and any Additional Pari Passu Agreement, this Mortgage or any other document or instrument now existing and delivered in connection therewith or otherwise in connection with the Secured Obligations is intended to create, or shall in any event or under any circumstance be construed as creating a partnership, joint venture, tenancy-in-common, joint tenancy or other relationship of any nature whatsoever between the Mortgagee and the Mortgagor other than as lender and borrower and mortgagor and mortgagee.

Section 11.13 No Credit for Payment of Taxes or Impositions. The Mortgagor shall not be entitled to any credit against the principal, premium, if any, or interest payable under the Indenture and any Additional Pari Passu Agreement, and the Mortgagor shall not be entitled to any credit against any other sums which may become payable under the terms thereof or hereof, by reason of the payment of any Charge on the Mortgaged Property or any part thereof.

Section 11.14 No Claims Against the Mortgagee. Nothing contained in this Mortgage shall constitute any consent or request by the Mortgagee, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof, nor as giving the Mortgagor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of

any materials or other property in such fashion as would permit the making of any claim against the Mortgagee in respect thereof or any claim that any Lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the Lien hereof.

Section 11.15 Mortgagee's Rights.

(i) The Mortgagor acknowledges that (A) the Mortgaged Property does not constitute the sole source of security for the payment and performance of the Secured Obligations and that the Secured Obligations are also secured by property of the Mortgagor and its Affiliates in other jurisdictions (all such property, collectively, the "Collateral"), (B) the number of such jurisdictions and the nature of the transaction of which this instrument is a part are such that it would have been impracticable for the parties to allocate to each item of Collateral a specific loan amount and to execute in respect of such item a separate indenture or other loan agreement and (C) the Mortgagor intends that the Mortgagee have the same rights with respect to the Mortgaged Property, in foreclosure or otherwise, that the Mortgagee would have had if each item of Collateral had been secured, mortgaged or pledged pursuant to a separate indenture, mortgage or security instrument.

(ii) Mortgagor hereby waives to the greatest extent permitted under law the right to a discharge of any of the Secured Obligations under any statute or rule of law now or hereafter in effect which provides that foreclosure of the Lien hereof or other remedy exercised under this Mortgage constitutes the exclusive means for satisfaction of the Secured Obligations or which makes unavailable a deficiency judgment or any subsequent remedy because the Mortgagee elected to proceed with a power of sale, foreclosure or such other remedy or because of any failure by the Mortgagee to comply with laws that prescribe conditions to the entitlement to a deficiency judgment. In the event that, notwithstanding the foregoing waiver, any court shall for any reason hold that the Mortgagee is not entitled to a deficiency judgment, the Mortgagor shall not (A) introduce in any other jurisdiction such judgment as a defense to enforcement against the Mortgagor of any remedy in the Indenture, any Additional Pari Passu Agreement or any other Note Documents or (B) seek to have such judgment recognized or entered in any other jurisdiction, and any such judgment shall in all events be limited in application only to the state or jurisdiction where rendered.

(iii) Notwithstanding anything set forth herein to the contrary, the provisions of this Section 11.15 shall be effective only to the maximum extent permitted by law.

(iv) The permissive right of the Mortgagee to take or refrain from taking any actions enumerated in this Mortgage shall not be construed as a duty.

(v) In the event that Mortgagee is unable to decide between alternative courses of action permitted or required by the terms of this Mortgage, or in the event that Mortgagee is unsure as to the application of any provision of this Mortgage, or believes any such provision is ambiguous as to its application, or is, or appears to be, in conflict with any other applicable provision, or in the event that this Mortgage permits any determination by or the exercise of discretion on the part of Mortgagee or is silent or is incomplete as to the course of action that Mortgagee is required to take with respect to a particular set of facts, Mortgagee shall

promptly give notice (in such form as shall be appropriate under the circumstances) to the Holder and the holders of any Indebtedness constituting Permitted Additional Pari Passu Obligations requesting instruction as to the course of action to be adopted, and to the extent Mortgagee acts in good faith in accordance with any written instructions received from a majority in aggregate principal amount of the aggregate of (x) then outstanding Notes and (y) any Indebtedness constituting Permitted Additional Pari Passu Obligations, Mortgagee shall not be liable on account of such action to any Person. If Mortgagee shall not have received appropriate instruction within 10 days of such notice (or such shorter period as reasonably may be specified in such notice or as may be necessary under the circumstances) it may, but shall be under no duty to, take or refrain from taking such action as it shall deem to be in the best interests of the Holder and the holders of any Indebtedness constituting Permitted Additional Pari Passu Obligations and Mortgagee shall have no liability to any Person for such action or inaction.

(vi) The Mortgagee shall enjoy all the same rights, protections, immunities and indemnities granted to it under the Indenture and Security Agreement as though set forth in full herein. In performing its functions and duties solely under this Mortgage, the Mortgagee shall act solely as the agent of the Secured Parties and does not assume, nor shall be deemed to have assumed, any obligation or relationship of trust with or for the Secured Parties. Nothing in this Mortgage or any other applicable Note Documents or Additional Pari Passu Agreement shall be interpreted as giving the Mortgagee responsibility for or any duty concerning the validity, perfection, priority or enforceability of the Liens granted hereunder or giving the Mortgagee any obligation to take any action to procure or maintain such validity, perfection, priority or enforceability.

Section 11.16 Survival of Mortgage. All covenants, agreements, representations and warranties made by the Company and Guarantors in the applicable Note Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Mortgage or any other applicable Note Documents shall be considered to have been relied upon by the Secured Parties and shall survive the execution and delivery of the applicable Note Documents.

Section 11.17 Conflicts with Indenture. If there is any conflict between the provisions of this Mortgage and the provisions of the Indenture or if any of the covenants or restrictions in this Mortgage (including, without limitation, covenants and restrictions with respect to the incurrence of indebtedness, the granting of security or the incurrence of Liens, fundamental changes in business (e.g., mergers, consolidations, amalgamations, dissolutions, etc.), the transfer or disposition of assets (including any assets constituting Mortgaged Property or Collateral or that are otherwise subject to the covenants and restrictions herein), the release of the Mortgaged Property or Collateral, the making of investments or acquisitions, the issuance of equity, the making of dividends or distributions, or affiliate transactions) are more restrictive or burdensome on the Mortgagor than the comparable covenants and restrictions in the Indenture, then, in each case, the provisions of the Indenture shall prevail notwithstanding any contrary language in this Mortgage.

ARTICLE XII

LOCAL LAW PROVISIONS

Section 12.1 Maturity Date. The Secured Obligations mature February 1, 2018, unless extended by the Mortgagor.

Section 12.2 Receipt. Mortgagor acknowledges receipt of this Mortgage and all of the other Note Documents. Mortgagor may request, and Mortgagee shall deliver to Mortgagor, additional copies of such documents for a charge that shall not exceed the cost of copying the documents.

Section 12.3 Surrender of Notes. In the event of foreclosure of this Mortgage, the Mortgagor hereby agrees that the court may, and requests the court to, enter a special order directing the clerk of court to enter and record the judgment contained in the foreclosure decree on the note secured by this Mortgage without requiring that the Notes be first filed with the clerk of court for cancellation. The Mortgagor further agrees, because the Notes secured by this Mortgage are also secured by other mortgages and will be necessary to a foreclosure of those mortgages, that notwithstanding Iowa Rule of Civil Procedure 228, as presently enacted or as hereinafter amended or replaced, the clerk of court may, in the event of foreclosure of this Mortgage, enter and record the judgment contained in the foreclosure decree on the note secured by this Mortgage without requiring that the Notes be first filed with the clerk of court for cancellation.

Section 12.4 Receiver. Mortgagor hereby consents to and agrees that at any time after commencement of a judicial action of foreclosure, through and including during the period of redemption, the court having jurisdiction of the case shall at the request of the Mortgagee appoint a receiver to take possession of the Mortgaged Property and of the rents and profits accruing therefrom, and Mortgagor hereby waives its right to possession, statutory or otherwise. Mortgagor agrees that this Mortgage gives to the Mortgagee the right to possession before sale and termination of the right of redemption, pledges the rents and profits, creates in favor of the Mortgagee a Lien upon and interest in the right of possession given by Iowa statute, and upon the revenue which arises from it, and waives the right to challenge the appointment of a receiver.

Section 12.5 Foreclosure Proceedings With Redemption.

(i) It is agreed that the period of redemption after a judicial foreclosure of this Mortgage shall be reduced to sixty (60) days if all of the three (3) following contingencies develop: (1) the real estate is ten (10) acres in size; (2) a 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) the Mortgagee in such action files an election to waive any deficiency judgment against the Mortgagor or its successors in interest in such action. If the redemption period is so reduced, the Mortgagor or its successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or

docket entry by or on behalf of the Mortgagor shall be a presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code, specifically Iowa Code Section 628.27, as amended. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

(ii) In addition to and not in lieu of anything else herein to the contrary, if the Property is not used for agricultural purposes, as defined in Iowa Code Section 535.13, and is not the residence of the Mortgagor or owner, and the Mortgagee waives its right to a deficiency judgment in the foreclosure action, the redemption period may be reduced by the Mortgagee to ninety (90) days, consistent with the provisions of Iowa Code Section 628.28, as amended. For the first thirty (30) days after the sale, the redemption is exclusively the right of the Mortgagor, and the time periods provided in Sections 628.5, 628.15 and 628.16 are reduced to sixty (60) days.

Section 12.6 Foreclosure Proceedings Without Redemption. In addition to and not in lieu of anything else herein to the contrary, the Mortgagee may pursue foreclosure of the Mortgaged Property without redemption under Iowa Code Chapter 654. If the Property is not used for an agricultural purpose as defined in Iowa Code Section 535.13, the Mortgagee in an action to foreclose this Mortgage may include in the petition an election for foreclosure without redemption. The election is effective only if the first page of the petition contains the notice set forth in Iowa Code Section 654.20 in capital letters of the same type or print size as the rest of the petition. A deficiency judgment may then be entered against the Mortgagor even though the Mortgagee has elected foreclosure without redemption if the Mortgaged Property is not the Mortgagor's residence, is not a one- or two-family dwelling, is not used for an agricultural purpose as defined by Iowa Code Section 535.13, and the Mortgagee has complied with the notice and petition provisions of Iowa Code Section 654.20. Nothing in this section shall be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

Section 12.7 Nonjudicial Foreclosure. The Mortgagee retains the right to nonjudicial voluntary foreclosure pursuant to Iowa Code Section 654.18 and Chapter 655A as now enacted or hereafter modified, amended or repealed.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

NOTICE

ORAL OR IMPLIED CHANGES TO THIS OR ANY OTHER CREDIT AGREEMENT(S) (EXCEPT CONSUMER LOANS OR OTHER EXEMPT TRANSACTIONS) WITH THIS LENDER ARE NOT ENFORCEABLE AND SHOULD NOT BE RELIED UPON.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MORTGAGE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE ALSO APPLIES TO ANY OTHER CREDIT AGREEMENTS (EXCEPT CONSUMER LOANS OR OTHER EXEMPT TRANSACTIONS) NOW IN EFFECT BETWEEN YOU AND THIS LENDER.

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be duly executed and delivered under seal the day and year first above written.

MORTGAGOR:

EXIDE TECHNOLOGIES,
a Delaware corporation

By: _____
Name: PHILLIP A. DAMASKA
Title: EVP & CFO

STATE OF GEORGIA

COUNTY OF FULTON

On July 28, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared PHILIPA. DAMASKA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/ their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Charlotte B. Colson

Notary Public --- My commission expires 5/6/2018

Charlotte B Colson
Notary Public, Gwinnett County, GA
My Commission Expires May 06, 2018

Schedule A – Legal Description

Lot 4 of Southwest Industrial Park, City of Manchester, Delaware County, Iowa, according to the Plat recorded in Book 6 Plats, Page 46; as amended by Plat recorded in Book 6 Plats, Page 56; as further amended by Retracement Plat recorded November 15, 2008 in Book 2008, Page 3433.